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The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, JANUARY 23, 1915.

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:

£1 6s.; by Post, £1 8s.; Foreign, £1 10s. 4d.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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Current Topics.

Lawyers and their Clerks with the Forces.

A FURTHER list of barristers serving in His Majesty's Forces has been issued. It includes the names of Mr. NORMAN CRAIG, K.C., and of Lord GORELL, and brings the total number up to 782. We print elsewhere a letter from Messrs. E. G. & J. W. CHESTER calling attention to the omission of the lists now being compiled to take notice of solicitors' clerks who are serving with the Forces. We have no information why the Law Society's list was not made more comprehensive. Possibly there were practical difficulties in the way. The list compiled by the Liverpool Law Society which we noticed on 12th December (*ante*, p. 123) consists of two parts—first members of the Society, and then clerks employed by or articulated to, members. It would be a fitting recognition of the part taken by law clerks in the present crisis if Messrs. CHESTER's suggestion could be acted upon. We believe that Mr. COSSEDGE, who was a highly respected member of the Croydon Corporation, and who was killed at the front recently, was a law clerk, but we have seen no definite information as to this. Perhaps some of our readers can furnish it. It will be seen from a notice we print elsewhere that the Red Cross Fund of the Law Clerks of England and Wales has been instrumental in providing a motor ambulance which is now ready to be sent to the seat of war. In this, as in ordinary matters of legal work, the law clerks are a valued and valuable branch of the profession.

The Death of Lord Justice Kennedy.

FEW SAYINGS are so often quoted as the old Greek proverb "Whom the gods love die young"; and few proverbs are so little understood as this one, at least in its full meaning and import. For the real meaning behind it is not the obvious one; its true significance is that the favourites of fortune never grow old. So it was with Lord Justice KENNEDY, whose death has come with such painful suddenness. As he sat in the Court of Appeal all men forgot that he had seen almost a quarter of a century of judicial years. There was about his manner and appearance, his occasional enthusiasm, and his continuous serenity, a certain suggestion of debonair youthfulness that made him seem always a new-comer on the bench. And behind the juvenility of manner there

lay a real youthfulness of heart. Success in a very worldly profession had never hardened his heart; had never induced in him that unlovely nature of astuteness and cynicism which is a too common failing of even the most admirable lawyers.

The late Lord Justice's Career.

WITH Sir WILLIAM RANN KENNEDY a distinguished career at school was followed by a like career at the University. He was Senior Classic at Cambridge—the fourth of his family to attain this honour—in 1868, and after being called to the bar at Lincoln's Inn in 1871, he obtained a fair degree of success in commercial and shipping business, though as a "local" at Liverpool and not in London. His practice, however, was not such as by itself to have carried him to the bench; but he was fortunate enough to attract the attention of Lord GOSCHEN, and he rendered service to the Liberal party by contesting successive Parliamentary elections. In 1892, partly no doubt owing to GOSCHEN's influence, he obtained a seat on the bench. Here again fortune and his reputation as a scholar assisted him; for to the latter rather than to any great mark he made as a judge was due his elevation to the Court of Appeal. Both in the first instance court and as a Lord Justice, we hardly need say, he earned the respect of all by his learning, his conscientiousness, his quiet dignity on the bench, and his never-failing courtesy to all who practised before him. Of the judgments which he delivered, two have commended themselves to legal practitioners as of great importance and fine quality. The first of these was delivered in 1906, when he was still Mr. Justice KENNEDY, and has been known among licensing practitioners ever since as "The Kennedy Judgment." We refer to his decision in *Re Ashby's Cobham Brewery Co.* (1906, 2 K. B. 754), the classical case upon the principles which govern the assessment of compensation when the licence of premises is taken away under the Act of 1904, on the ground of "redundancy," and not because of the holder's default. The second was his dissenting judgment in the Court of Appeal in *E. Clemens Horst & Co. v. Biddell* (1911, 1 K. B. 934)—a case relating to the constructive delivery of goods under a c.i.f. contract. This was adopted by the House of Lords (1912, A. C. 18), where Lord LOREBURN spoke of it as illuminating the whole field of controversy. And not the least of Lord Justice KENNEDY's merits was his service in the cause of International Law, a sphere in which he saw the future salvation of the world from the barbarity of war.

The Air Raid on the East Coast.

WE CALLED attention some weeks ago (*ante*, p. 53) to Sir THOMAS BARCLAY's article in the *Nineteenth Century* for November on the dropping of bombs from aircraft. The relevant rules are Articles 25 and 26 of the Hague Convention IV. (Laws and Customs of War on Land), which has been ratified by Germany. These forbid altogether the bombardment of undefended places, and require, in general, warning before bombardment in other cases. And there is also the general principle that damage which has no relation to the object of hostilities—damage merely designed to terrify the civil population—is forbidden. To the breaches of these rules which Germany has committed on the Continent, there must now be added the air raid on Eastern towns and villages which are in no sense defended, and have no military importance. The matter will, we imagine, necessitate reprisals in some form or another, and that is a subject which, with some prescience, Sir THOMAS BARCLAY discusses in the current *Nineteenth Century*. We may assume, however, that no reprisals in kind will be attempted. We cannot retaliate for these murders by the murder of German civilians. But Sir EDWARD GREY's half-veiled threat to which we referred last week—to suspend the Declaration of Paris and prevent the passage of food and other supplies to Germany, though not contraband—is open to no such objection. The question is whether it could really be made effective. We do not charge these criminal acts against the German people. But the military authorities, with the "War Lord" at their head, have a growing indictment to meet.

The Sailing of "The Dacia."

THE PROPOSED transfer of German ships to American subjects and their sailing under the United States flag—in particular *The*

Dacia—raises questions more troublesome in practice than in law. Apart from the Declaration of London, there are two principles which govern the transfer of an enemy merchant ship—the sale must be absolute and *bona fide*, and it must not be effected in order to save the ship from the exercise of the other belligerent's right of capture (see 58 SOLICITORS' JOURNAL, p. 834). The Declaration of London makes the latter point still clearer. A transfer of an enemy vessel to a neutral flag effected after the outbreak of hostilities is void "when it is proved that such transfer was made in order to evade the consequences to which an enemy vessel, as such, is exposed" (Art. 56). It seems clear that the transfer of *The Dacia* is liable to be treated as void under this article as well as under the general rule of international law.

The Status of Alien Enemies.

THE PRINCIPLES enunciated by the full Court of Appeal in deciding on Tuesday the alien enemy cases (reported elsewhere, except the company cases which we hope to report next week), represent, if we may say so, a singular mixture of ancient law and modern ideas. An alien enemy, it is held, cannot sue, but he can be sued, and, subject to an exception, he can appeal. If, however, he has turned himself into an English company he has, in effect, got rid of his disability, and the company which represents him can sue; and if he is resident here and has registered himself under the Aliens Restriction Act and Order, he can also sue. On the other hand, a British subject, if voluntarily resident in an enemy country, or carrying on business there, assumes, for the purpose of litigation, an enemy status, and cannot sue, though as regards business this only applies to his business in the enemy country. This summarizes, we believe, the points made by the court. They start, as we have said, from ancient law. The rule that an alien enemy cannot sue is said to be a rule of the common law, by which is meant that the authorities from early times are uniformly in its favour. It may be looked at in two aspects: either that an enemy, is like an outlaw, entirely *ex lege*; or that an enemy individual is so identified with his government that he cannot possibly have access to the King's Court. The former view is a relic of the barbarous days when the lives and property of all enemies were forfeit to the victor. It found expression a hundred years ago in Lord STOWELL's judgment in *The Hoop* (1799, 1 C. Rob. 196). But long before that date, of course, it had lost its extreme rigour, and we have it now on the authority of the Court of Appeal that "the right of confiscation is only of importance to trace the history and foundation of our common law, since there is manifestly no question of exercising this right." And of course the *ex lege* rule goes altogether too far. It would rob the alien enemy of any claim to appear in the courts in his own defence. Sir SAMUEL EVANS was at first inclined to go as far as this (*The Marie Glaeser*, *ante*, p. 8; 1914, P. 218), but he afterwards relented (*The Mowse*, *ante*, p. 76; 1915, P. 1), and it may now be said that the *ex lege* rule has been exploded. An alien enemy is not for all purposes outside the law, though he may be outside it for some purposes.

The Alien Enemy's Disability as Plaintiff.

NOW FOR the other theory. It is expounded by BUCKLEY, L.J., in his dissenting judgment in the company cases, though it does not appear to have been indorsed by the rest of the court. "The proposition that an alien enemy cannot sue rests upon the proposition that he cannot approach the King, has no resort to the King, and cannot invoke the assistance of the King." But this, like the *ex lege* rule, goes too far. It would cut at the alien enemy both as plaintiff and defendant, and would forbid him any *locus standi* in the courts at all. As defendant, indeed, he does not in the first instance invoke the assistance of the King, but he equally looks to him to see right done. The fact is that the Court of Appeal treat the rule against an enemy being a plaintiff as being so firmly embedded in the cases that it cannot be questioned. There was an argument that it had been abolished by the Hague regulation which forbids a belligerent to "declare abolished, suspended, or inadmissible" the right of hostile subjects to institute legal proceedings (Convention IV. of 1907, article 23 (h)). But this, as we have already suggested (*ante*, p. 20), relates to

the courts of an occupied territory, such as parts of Belgium now are, and the Court of Appeal have taken the same view. We have not regarded it as a means of getting rid of the ancient rule. Nor, indeed, were we hopeful that the Court of Appeal would interfere with that rule, though it was just possible that a bold step might be taken and an advance made on the common law rule so as to place our law in this respect on a level with that of Germany. As a matter of practical convenience, a state of war should interrupt the course of justice as little as possible. Granted that no money is to go to the enemy abroad during the war, yet this need not interfere with the mutual advantage of adjusting business disputes at once, and preparing for the resumption of ordinary relations at the close of the war. The argument, of course, is not affected by the crimes of the German military and naval authorities in the conduct of the war. It is based upon the convenience of business and of the civil population here as much as elsewhere.

Alien Enemy Defendants.

IN OUR view interest chiefly centred on the course which the Court of Appeal might take as regards the right of an alien enemy to sue, and, as we have just stated, the old common law rule was affirmed. On the other points the court was able to arrive at a more convenient result. There was authority that an alien enemy residing here by licence of the Crown might sue, and in *Princess of Thurn and Taxis v. Moffitt* (ante, p. 26), SARGANT, J., treated the Aliens Restriction Act and Order as giving such licence to all aliens who comply with the regulations. With this the Court of Appeal agree, remarking that such an alien is *sub protectione domini regis*. The full consequences of the principle have not, perhaps, been perceived, but that is a subject we need not at present pursue. It might have been less easy to find a reason for allowing an alien enemy to be sued and to appear and defend. As we have pointed out, the common law principle really forbade this, and hitherto it has been generally supposed that the disability extended to the alien enemy both as defendant and as plaintiff (see Oppenheim, *International Law*, II, p. 133); but there appears to be no exact decision to this effect, and since—so it would seem—the common law exists in decisions and not in principles, the courts have been ready to act on this point in accordance with convenience. In *Robinson & Co. v. Continental Insurance Co. of Mannheim* (ante, p. 7; 1915, 1 K. B. 155), BAILLIACHE, J., pointed out that to refuse an action against an enemy was prejudicial to the British plaintiff, and that, once the action was allowed, the enemy must on principles of natural justice be permitted to appear and defend. Here again the Court of Appeal have been quite ready to follow the judge of first instance, and to adopt his reasons and conclusions, and, having got so far as to recognize the enemy defendant's right to defend, they insist that this shall be a real right, and that no substituted service of the writ, or of notice of the writ, shall be allowed unless it will result in an effective service. The right of appeal is admitted upon similar grounds. An enemy brought before the courts is entitled to a correct judgment, and if he thinks the trial court has gone wrong, he may go to the Court of Appeal; and so, too, if he suffered judgment as defendant before the war, though not if before the war he failed as plaintiff—a curious though quite intelligible subtlety. Altogether the general effect is to give considerable recognition to the defendant enemy's rights. If the Court of Appeal had been inclined to give him bare justice, it would surely have thought the judgment of the trial judge good enough for him.

English Companies and German Shareholders.

THERE REMAINS the case of an English company which is for practical purposes made up of enemy shareholders. It is this which has most puzzled the lay mind, but we should have thought that for lawyers it was absolutely clear that the court, when the company came before it as plaintiff, could only look at the company and not at the shareholders who composed it. And so, apparently, it is to all the members of the Court of Appeal except the one who is its special expert in company law—Lord Justice BUCKLEY—and clear also to the judges of first instance, SCRUTTON and LUSH, JJ. We refer

to the *Continental Tyre and Rubber Co. (Limited) v. Daimler* and *The Same v. Thomas Tilling (Limited)* (ante, p. 106). The result follows, of course, from *Salomon's case* (1897, A. C. 22), and the complete separation which was there recognized between a company and its shareholders; see, for example, Lord MACNAGHTEN'S judgment at p. 51. The difficulties to which this may give rise are well known, but no steps have been taken to avoid them. In the view of BUCKLEY, L.J., they are so great in the case of an English company with German shareholders that here the substance of the matter must be looked at and not the form, and the company must be treated as German. But the House of Lords have held quite definitely that with companies it is the form that is all important, and that the separation between the company and its shareholders must be rigorously observed. The learned Lord Justice says that if this is so it is a case for legislation, and we have noticed this echoed in the daily press. But we do not agree. Parliament has recognized in the Trading with the Enemy Acts that English companies may have enemy shareholders, and has shewn the course which is to be taken. The fact is that the doctrine of *Salomon's case* is a means of avoiding in effect in a large class of cases the rule that an alien enemy cannot sue. As we have observed, considerations of convenience point to removing the disability altogether. The general result of the judgments is that the Court of Appeal, though they have declined to recognize the alien enemy's right to sue, have gone as far as was reasonably to be expected—and perhaps as far as was practicable—in removing his disabilities. The final step of making the law uniform and convenient by admitting the right to sue can now only be taken by the House of Lords or the Legislature, and this, we suggest, is the step that should be taken. Having regard to the advance which has been made as regards enemy defendants and the right of appeal, such a step is necessary to give the law uniformity and simplicity.

Withdrawal by Solicitor in Course of Proceedings.

IT IS well known that a solicitor who accepts a retainer to conduct an action is bound under ordinary circumstances to act for his client until the end of the action. The contract is a single contract to conduct the whole case, and the solicitor cannot, of course, discharge himself during the action, nor can he sue for costs until its completion. There is a distinction, indeed, between ordinary actions, in which practically there is only one stage, and protracted proceedings such as may occur in an administration action; and in the latter case, where the proceedings admit of division into several stages, the solicitor can claim his costs at the conclusion of each stage: *Re Hall and Barker* (9 Ch. D. 538), *Re Romer and Haslam* (1893, 2 Q. B. 286). And the fact that he cannot in the course of the action sue for costs does not, of course, make it unreasonable for him to require his client to provide the necessary funds for carrying on the proceedings. That he cannot, as a matter of course, discharge himself during the pendency of the action, even if he gives reasonable notice, was held by the Court of Appeal in *Underwood, Son, and Piper v. Lewis* (1894, 2 Q. B. D. 306). He must also have some good cause, such as the refusal of the client to provide funds for disbursements, or his insistence on some dishonourable step being taken. These were given as instances by A. L. SMITH, L.J., in the case just referred to. On the other hand, under R.S.C., ord. 7, r. 3, the client is entitled to change his solicitor by filing and serving a notice to that effect. The matter has been recently under the consideration of the Legal Procedure Committee of the Council of the Law Society, and their report is contained in the current *Law Society's Gazette*. They point out that the present position is unsatisfactory, and state the alternative remedies, namely, either to allow solicitors the same liberty of change as clients—that is, to be allowed to withdraw on filing and serving a notice—or to make the solicitor's withdrawal dependent on the sanction of the court. The committee support the second alternative, and we print elsewhere their recommendation that a rule of court should be made accordingly. The effect, apparently, would be, not to vary the present right of withdrawal for good cause, but to enable

the solicitor to get a declaration that in any given case such cause existed.

Trial under the Defence of the Realm Act.

THE BILL which Lord PARMOOR introduced during the recent sitting of the House of Lords has now been printed. It is called the Defence of the Realm Consolidation Act (1914) Amendment Bill, and consists of the following clause:—

Notwithstanding anything contained in the Defence of the Realm Consolidation Act, 1914, or any regulations made thereunder, no person not at the time of the alleged offence subject to military law within the meaning of the Army Act, 1881, who has committed, or is alleged to have committed, any offence which is punishable by the law of England, and is within the jurisdiction of the criminal courts, shall be liable to be tried for such offence under the Defence of the Realm Consolidation Act, 1914, or any regulations made thereunder.

It will be remembered that under the Act regulations for the defence of the realm may be made, and infringements of the regulations are triable by court-martial, and if the offence was committed with the intention of assisting the enemy the punishment may be death. On the other hand, in minor offences the matter may be handed over to a court of summary jurisdiction. The protest raised against the measure in the House of Lords last November compelled the LORD CHANCELLOR to give an undertaking that no British subject should suffer death under the Act before Parliament met, and Lord PARMOOR's Bill is, we gather, intended to put an end altogether to trial by court martial in cases where the regular courts are available. It may be hoped that when Parliament meets the Bill will be accepted without opposition. The introduction of courts-martial may have appeared proper to the Government draftsmen last August, but there seems to have been no actual necessity for this measure. It escaped criticism in the House of Commons, but the best authorities in the House of Lords have shewn themselves very averse to it. It is not easy to conceive any justification for the introduction of courts-martial for the trial of civilians, save when the sitting of the regular criminal courts is interrupted by actual operations of war.

Enemy Rents and Interest.

WE ARE obliged to postpone till next week our observations on the point raised in the letter of "Y. & S." (*ante*, p. 204).

The Prince of Wales' Feathers as a Trade-Mark.

THE recent case before EVE, J., in which the *Royal Warrant Holders' Association* unsuccessfully sought to remove from the Register of trade-marks three trade-marks belonging to the *Imperial Tobacco Co.* is an interesting one (*ante*, p. 128). Each of the three marks contained a representation of the Prince of Wales' Feathers, with in two cases the words "The Prince of Wales," and in one case a portrait of the late King EDWARD. Two of the marks were registered in 1876 and the third in 1891, user before 1875 being claimed in each case. The marks became vested in the *Imperial Tobacco Co.*, and had been used by them and their predecessors in title continuously and extensively without objection until the present motion to rectify. The grounds on which the motion was based were, mainly, that all the marks, by reason of their containing the Prince of Wales' Feathers, were calculated to deceive by leading to the belief (contrary to the fact) that a Royal Warrant or other proper authority for the use of the Feathers had been granted by the Prince of Wales; that the two marks containing "The Prince of Wales" were deceptive as leading to the belief that the tobacco referred to was supplied to and used by the Prince of Wales; and that the mark containing the portrait of EDWARD VII. was deceptive as leading to the belief that the tobacco sold thereunder was supplied to and personally used by him, and that he had consented to the use of that mark. The final ground of objection was that "the said marks offend against the Royal Prerogative, the pro-

visions of section 11 of the Trade-Marks Act, 1905, and section 20 of the Merchandise Marks Act, 1887." Section 11 of the Act of 1905 forbids the registration as a trade-mark or part of a trade-mark of any matter the use of which would be calculated to deceive. Section 68 of the Act of 1905 in effect enables proceedings to restrain the unauthorized use of the Royal Arms, or the use of any device, emblem, or title so as to lead to the belief that goods are supplied to His Majesty or any other member of the Royal Family, to be taken by any person authorized to use such arms, device, emblem, or title, or authorized by the Lord Chamberlain to take proceedings in that behalf. The section concludes with a proviso that it is not to be "construed as affecting the right, if any, of the proprietor of a trade-mark containing any such arms, device, emblem, or title to continue to use such trade-mark." A large number of affidavits were, in the case under notice, filed on behalf of the Association and several on behalf of the Imperial Tobacco Co. The evidence on behalf of the Association, according to EVE, J., was directed to establish that any and every display of the Prince of Wales' Feathers by a trader in connection with his goods leads to the belief that such display is authorized by Warrant. This the learned judge did not consider was established, especially in view of the long use of the Feathers in the marks sought to be expunged, and of the fact that that this device had been adopted by traders, holding no warrant, for all kinds of goods, and had been registered as, or as part of, a trade-mark for a great variety of goods. The affidavit of one of the deponents said that he had from time to time purchased tobacco labelled with one of the marks, and "from the display of the feathers and the use of the words 'The Prince of Wales' I have concluded, when I bought the said tobacco, that it was being regularly supplied to his late Majesty King EDWARD during the time he was Prince of Wales." As to this EVE, J., said that, without doubting the deponent's good faith, the conclusion which he drew was unwarranted. The learned judge added:—"However disappointed he may be at finding that the smoking mixture he purchased was not supplied for the personal use of his late Majesty, he has no more right to complain than if he ascertains, as may well be the fact, that the knife powder used in his establishment was not invented, or manufactured, or sold, or even used by the Duke of WELLINGTON whose name it bears, or that the Gladstone bag he carries is not identical with the receptacle habitually used by the great statesman after whom it is called." The learned judge held that the Association's evidence did not establish their case, and that in fact it was negated by the Imperial Tobacco Co.'s evidence.

Probably the most important feature of the judgment is the observation of EVE, J., that even if it had been established that the marks were calculated to induce the belief to-day that the respondents hold or even had held a Royal Warrant, he would have refused the motion. He held that section 11 of the Act of 1905 does not apply to a mark which was not contrary to law when registered, and the use of which to-day is identical with that which has obtained ever since it was registered. This, we think, is quite right. Of course, a trade-mark, which is not fraudulent when registered, may subsequent to registration be used in a fraudulent manner, and may thus become liable to be removed from the Register; but this is a totally different question. In the case under notice the user had been honest.

Lastly, it was held that the motion failed on the ground that the Association were not persons "aggrieved" under section 35 of the Act of 1905, because at the date when the motion was launched there were no persons holding warrants from the present or any past Prince of Wales; and although an authority to take proceedings had been given to the Association under section 68, it had not been given until after the motion had been launched.

The case under notice was, we believe, a test case, and an appeal is in the Chancery Appeal List for these sittings.

The President of the Board of Trade has appointed Mr. John Walter Pridham official receiver in bankruptcy for the bankruptcy district of the Swindon County Court as from 1st February.

Emergency Legislation of France.

By MAURICE THÉRY, Avocat du Barreau de Paris, Barrister-at Law (Middle Temple), and RICHARD KING, of London, Solicitor of the Supreme Court, England.

II.

Sequestration of Enemy Business Undertakings—One of the most important consequences of the Ordinance of 27th September is the sequestration of the enemy's business undertakings. The sequestration includes all personal and real property, goods and book debts of the enemy's undertakings, whether such undertakings are commercial, industrial or agricultural. The appointment of the sequestrator is not intended to protect the enemy's business by having some person to carry his business on on his behalf during the time of the war, nor to confiscate the enemy's property; but the sequestrator is to keep up the property in the same condition as when it was placed in his hands for the purpose of protecting the eventual rights of French creditors or of creditors being the subjects of allied or neutral countries. The sequestration is also intended to prevent the enemy's business being carried on in a manner detrimental to French interest. The sequestrator is authorized to receive, and under certain circumstances to make payments out of, the assets of the enemy's business. Under special circumstances the sequestrator may also get leave to continue the enemy's business; if, for instance, his business was for the manufacture of goods useful for French military purposes, or employed a large number of hands whom it is not thought advisable to dismiss at once. These provisions have application to all the enemy's undertakings, whether they were professedly carried on by an enemy before the war, or whether they assumed the form of a French company, or were carried on under the name of any other person not an enemy.

In the case of a partnership, or of a company including both enemies and other persons, it seems that the proper course would be to request the Procurator of the Republic to apply for the appointment of a sequestrator whose powers shall be limited to the share held by the enemy in the business.

Many points dealing with this matter can be found in the circular letters issued by the Minister of Justice on 8th and 13th October, and 3rd and 14th November.

Moratory Legislation.(a)—The provisions made on this matter during the first few days of the war—viz., 31st July, 1st, 2nd and 5th August—were superseded by the Ordinance of 9th August which granted a Moratorium of 30 days:—(1) for payment of negotiable instruments, excepting cheques presented by the drawer himself and warrants (b), falling due before 1st September; (2) for payment for goods sold and delivered between merchants; (3) for repayment of money loaned or advanced, whether a date had been agreed or not for repayment; (4) for withdrawal of credit balance at banks, or other similar concerns. When such credit balance did not exceed 250 francs the full amount could be withdrawn immediately. If it exceeded 250 francs, the immediate withdrawal of 250 francs and of 5 per cent. of the remainder was allowed.

The withdrawal of a larger amount was however allowed to certain classes of persons. Employers were entitled to withdraw the amount necessary for payment of wages of their workmen or clerks on producing such evidence as might be necessary. Manufacturers called upon by way of requisition to manufacture for the State were entitled to withdrawal of the full amount. Manufacturers or merchants having to supply goods ordered by the State for the purpose of the military defence, or public contractors, were entitled, on producing proper evidence, to withdraw such funds as might be necessary, in addition to their workmen's wages, in order to carry out such orders or contracts; and also persons who had to make payments of interim allowances or annuities under the Employers' Liability Acts (*Accidents du Travail*).

(a) Since writing this Article a fresh Moratorium of sixty days, to have effect until 1st March, has been granted. It applies to negotiable instruments falling due before 1st March, 1915, which were drawn before 1st August, 1914.

(b) Warrants are the receipts delivered by the *Magasins Généraux* (Public Docks) against consignment of goods.

Another Ordinance, dated 29th August, granted a fresh Moratorium of 30 days to have effect until 1st October under the same conditions as the previous one; but the withdrawal of the credit balance of accounts at banks was increased to 20 per cent. of the balance over 250 francs, any withdrawal made since 2nd August to be taken into account for reckoning the 20 per cent. The right to withdraw a larger amount was extended (1) to manufacturers, for payment for raw material, and farmers, for payment for certain purchases of primary necessity for farming; (2) generally for payment of freight for carriage of goods by sea, land, or river; (3) to manufacturers subject to military requisition. The total amount of withdrawals, except in payments under the Employers' Liability Acts, was not to exceed 60 per cent. of the credit balance of account.

A new feature appeared in this Ordinance, as it provided that the grant of time thus made should be optional, and that persons availing themselves of it should pay interest on the unpaid amounts.

The next Ordinance was dated 27th September, and extended the Moratorium for another period of 30 days, to have effect until 1st November, and was in the main similar to the previous ones; but the amount allowed for withdrawals at banks was increased to 25 per cent., the total amount allowed in exceptional cases not to exceed 66½ per cent. of the credit balance. A fresh provision was added to enable the drawee of a negotiable instrument to release himself, in case the instrument was not presented for payment, by paying the money into the *Banque de France* and thus avoid the liability to pay interest. Cheques unpaid when presented for payment were to be marked by the bank, and would then carry interest at 3 per cent. chargeable on the credit balance of the drawer's account at the bank. The amount of the cheque was to attach on the balance of the drawer's account. The persons entitled to the balance of the account were not to withdraw any funds without the consent of the holders of marked cheques or the judge's leave.

The Ordinance of 27th October granted a further period of sixty days, and was to have effect until 1st January. The amount of allowed withdrawal from banking accounts was increased to 1,000 frs. and 40 per cent. of the remainder during November, and to 1,000 frs. and 50 per cent. of the remainder during December.

Stock Exchange Transactions.—By the Ordinance of 27th September, 1914, all claims for payment or actions in respect of Stock Exchange transactions are temporarily stayed; moneys due in respect of the same to carry interest at the rate of 5 per cent. per annum.

[To be continued.]

Reviews.

Books of the Week.

The Railway and Land Commissioners.—Railway and Canal Traffic Cases, Vol. XV., 1914. By RALPH NEVILLE, LL.M., and W. A. ROBERTSON, B.A., Barristers-at-Law. Sweet & Maxwell (Limited). 37s. 6d. net.

Review.—The Law Quarterly Review, January, 1915. Edited by the Right Hon. Sir FREDERICK POLLOCK, Bart., D.C.L., LL.D. Stevens & Son (Limited) 5s. net.

Correspondence.

Solicitors with the Forces.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—When commenting in your issue of the 16th instant on the very noble response to the claims of the Empire in the present crisis made by solicitors and articulated clerks, not any reference is made to solicitors' clerks, who have equally nobly responded.

In justice to them this omission should be rectified and a list compiled of all solicitors' clerks now serving with His Majesty's Forces.

E. G. & J. W. CHESTER.

86, Newington Butts, S.E., Jan. 18.

[See observations under "Current Topics."—Ed. S.J.]

The Intoxicating Liquor (Temporary Restriction) Act, 1914.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Under the Intoxicating Liquor (Temporary Restriction) Act, 1914, it is provided by section 1 that the licensing justices may by order direct that the supply or consumption of intoxicating liquor in any registered club shall be suspended during such hours and subject to such conditions, &c., as may be specified in the order.

The Bradford magistrates have made an order that the supply and consumption of intoxicating liquors shall be suspended after 9 p.m.

It seems to me that this order does not follow the wording of the Act so as to provide that liquor shall not be supplied or consumed, but provides that both shall not be done after 9 p.m., and therefore, in the event of any person being supplied with intoxicating liquor before 9 o'clock and not consuming it till after 9 o'clock, is there any offence committed?

I shall be glad to have your views on the point.

G. HERBERT BLACKBURN.

5, Bank-street, Bradford, Jan. 20.

[Few words are more puzzling than "and" and "or." The wise—that is, the whole commercial world—protect themselves with "and/or," and leave the words to sort themselves out at occasion may require. We would rather that someone else would answer our correspondent's query, but, for what it is worth, we venture the suggestion that the member of the club must consume his liquor before 9 p.m. Must not the Order be read with the Act?—Ed. S.J.]

Income Tax Deduction.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—As the same may be of interest to your readers, we enclose copy of a letter we, on the 1st inst., wrote the Chief Accountant, Bank of England, and copy of his reply thereto.

In thousands of cases where the extra penny has been deducted the amount will be too small to justify the trouble entailed in making application for its return, and in other cases the probability is that those entitled to have the return made will either not know or not trouble.

When Parliament re-assembles, might we suggest that some Solicitor-Member should seek of the Chancellor of the Exchequer that a return be made of the result of this indirect and excessive method of taxation.

E. G. & J. W. CHESTER.

86, Newington Butts, S.E., Jan. 13.

The following is a copy of the correspondence referred to:—

[COPY.]

86, Newington Butts, S.E.
1st January, 1915.

Guaranteed £2 15s. Per Cent. Stock.

Dear Sir,—The Dividend Warrant is to hand this morning upon which income tax is deducted at 2s. 1d. in the £. The Bank of England having deducted income tax at 1s. 4d. in the £. on last July warrant, has not an excessive deduction been made, and when does the Bank of England propose to adjust the same?—I am, dear Sir, yours truly,

(Signed) E. G. & J. W. CHESTER.

The Chief Accountant, Bank of England, E.C.

[COPY.]

Bank of England, London, E.C.
4th January, 1915.

Messrs. E. G. & J. W. CHESTER.

Gentlemen,—In reply to your letter, I have to say that under Part 2 of the Finance Act, 1914 (Session 2), the total amount deducted in respect of income tax for the year is to be equal to that which would have been deducted if income tax for the year had been at the rate of 1s. 8d.; and in accordance with the regulations prescribed by the Commissioners of Inland Revenue in pursuance of the Act, where the dividend, interest, or annuity is paid in two half-yearly sums of equal amount, and one such sum has been paid prior to 6th December, 1914, under deduction at the rate of 1s. 3d. in the £, tax is to be deducted from the subsequent half-yearly payment at the rate of 2s. 1d. in the £.

The current rate of income tax in July was 1s. 4d. in the £, but this was subsequently reduced to 1s. 3d., and the Board of Inland Revenue are repaying applicants the 1d. deducted in excess from the dividends paid the 1st and 5th July on English, Indian and Colonial Government Stocks. Application for the return of the excess tax so deducted may be made to the Secretary, Inland Revenue (Claims Branch), Somerset House, London, W.C.—I am, your obedient Servant,

(Signed) C. W. LATTER,
Chief Accountant.

The directors of the Guarantee Society (Limited) have voted a subscription of fifty guineas to the British Red Cross Society.

CASES OF THE WEEK Court of Appeal.

PORTER v. FREUNDENBERG, KREGLINGER v. S. SAMUEL AND ROSENFIELD. Re MERTEN'S PATENT. No. 1. 19th, 24th and 25th November; 7th December; 19th January.

ALIEN ENEMY—RIGHT TO SUE—RESIDENCE IN BRITAIN UNDER PROTECTION OF CROWN—LIABILITY TO BE SUED—HAGUE CONVENTION IV. OF 1907—PRACTICE—SUBSTITUTED SERVICE WITHIN JURISDICTION OF NOTICE OF A WRIT FOR SERVICE OUT OF THE JURISDICTION—RIGHT OF APPEAL—RESPONDENT'S RIGHT TO HAVE APPEAL HEARD—R.S.C., ORDERS IX., R. 2, AND XI., R. 7—ALIENS RESTRICTION ACT, 1914 (4 & 5 GEO. 5, c. 12).

An alien enemy has no right to sue in the King's courts, unless resident here by permission of the Crown, as in the case of those registered here under the Aliens Restriction Act, 1914. An alien enemy is under the same liability of being sued as a British subject, and when sued may appear and avail himself of all means of defence open to the latter.

The test of enemy status is not nationality, but the place of carrying on the business.

An alien enemy defendant may appeal against a judgment given against him, but the right of appeal of an alien enemy plaintiff against whom judgment has been given before the war is suspended by the declaration of war. The respondent to an alien enemy defendant's appeal can insist on the appeal being heard in due course.

The court may make an order for substituted service upon a person within the jurisdiction of notice of a writ issued for service on a defendant out of the jurisdiction, provided it can be shown that the method adopted will almost certainly bring the proceedings to the knowledge of the defendant.

The provisions of Article 23 (h) of the annex entitled "Laws and Customs of War on Land" to the Hague Convention IV. of 1907 have not abrogated the rule of English law so as to enable an alien enemy to sue.

These cases, which involved questions concerning the capacity of alien enemies to sue and be sued in the King's courts, and the practice to be adopted in suing them, and generally their right to appear and be heard, and, in the third case, the right of an alien enemy to appeal from an adverse decision, were heard by the full Court of Appeal, under the presidency of Lord Reading, C.J. In the first case, the plaintiff appealed from an order of Scrutton, J., in chambers, refusing to allow substituted service of notice of the writ. The defendant, a mantle manufacturer, of Berlin, was in occupation of business premises in Hanover-square, under a lease for twenty-one years, granted by the plaintiff. After the outbreak of war, his agent, Barnes, remained in possession of the premises until a few days before 29th September, when he wrote to the plaintiff informing him that he was about to vacate them, and advising him to re-enter, as the rent could not be paid. The plaintiff, having done so, found that Barnes had left, taking a large stock of goods with him, and thereupon commenced this action to recover the property and the rent due, and sought to serve notice of the writ upon Barnes, leave for which was refused.

In the second case, the plaintiffs appealed from a similar order of Scrutton, J., refusing leave to make substituted service of notice of the writ upon the manager of a foreign business. The plaintiffs, who were hide merchants, entered into two contracts, in April and July, 1914, for the sale to the defendants, a German firm carrying on business in Bermondsey, of cargoes of hides, payment to be by cash against documents on arrival of the vessels at Antwerp and Dunkirk. On 18th August, the defendants wrote to the plaintiffs saying that they repudiated the contract. On 18th September the plaintiffs commenced this action, claiming damages for breach, and served it on one Bonome, the defendants' manager, resident within the jurisdiction, and in charge of the business. Bonome obtained an order setting aside this service. It appeared that the business of the defendants belonged to one individual only, Alfred Cohen, of Hamburg. The plaintiffs then applied for leave to issue a concurrent writ against Cohen, and serve notice of it out of the jurisdiction, and also for leave to make substituted service of notice of that writ on Bonome, which latter relief Scrutton, J., refused.

The third appeal was from a decision of Warrington, J., who had held before war with Germany was declared, on a petition by Soldan & Co. (Limited), an English company, that a patent granted to Edward Mertens in 1904, and at present owned by a German firm, was void for want of subject matter, and had revoked it. The owners of the patent appealed, and the petitioners applied to set aside the notice of appeal, on the ground that the appellants were alien enemies. The Court after hearing counsel for the appellants in each case, requested the Attorney-General to argue the law on behalf of the Crown. *Car. adv. vult.*

Lord Reading, C.J., in delivering the judgment of the Court, first stated the main questions to be decided, and proceeded: It was necessary at the outset to define the term "alien enemy" when used in reference to civil rights and liabilities. Its natural meaning indicated a subject of enemy nationality, but that was not the sense in which the term was used with reference to civil rights. Ever since the great case of *The Hoop* (1 C. Rob. 196), the law, as pronounced by Lord Stowell, had been firmly established that war involved the absolute interdiction of all commercial intercourse between British subjects and the inhabitants of the hostile country, except by permission of the Sovereign. It was clear law that the test was not nationality, but the place of carrying on the business—*Wells v. Wells*.

forms (1 *Ld. Raym.* 282), *McConnell v. Hector* (3 B. & P. 113), and *Janson v. Driefontein Consolidated Mines (Limited)* (1902, A. C. 484, per Lord Lindley, at p. 505). In considering the enforcement of civil rights, a person might be treated as a subject of an enemy state, notwithstanding that he was a subject of the British Crown or a neutral, and conversely. The law was accurately stated by Dicey in his *Treatise on Parties to an action*, at p. 3. In ascertaining the rights of aliens the first point to consider was whether they were alien friends or alien enemies. Alien friends had long since been treated as if they were British subjects, entitled to all personal rights, including the right to sue in the King's courts. Alien enemies had no civil rights or liberties unless they were here by permission and under the protection of the Crown. Indeed, under the ancient common law, debts and goods found in the realm belonging to alien enemies might be seized by the King (Hale's *Pleas of the Crown*, Vol. I., 95). Whether that right was ever exercised or not, there could be no doubt about its existence—*A.G. v. Weeden* (Parker, 267), *Antoine v. Morshead* (6 Taunt. 238), where the principle was affirmed by Gibbs, C.J. The right of confiscation was only of importance in tracing the history of the common law, for in early times it was relaxed in favour of those who had the King's permission to come here—*Alcinous v. Negreu* (4 E. & B. 217). Whenever the capacity of an alien enemy to sue in our courts had come up for consideration, the authorities agreed that he could not so sue, unless resident here by permission of the Crown. The recent decision of *Princess Thurn and Taxis v. Moffitt* (59 SOLICITORS' JOURNAL, 26) was, in the opinion of the Court, clearly right. An alien registered here under the Aliens Restriction Act, 1914, was here "*sub protectione domini regis*." The question had been raised, however, whether the old rule of the common law had not been abrogated by the annex to the Hague Convention iv. of 1907, entitled "Laws and Customs of War on Land," chapter 1, section 2, article 23 (4). The heading of the section was "Of Hostilities," and by article 23 (4) it was forbidden "to declare abolished, suspended or inadmissible the right of the subjects of the hostile party to employ legal proceedings." [His lordship read the whole of article 23 which dealt entirely with matters arising in hostile operations of war, and proceeded:] The paragraph had been introduced in a somewhat different form, and the alterations effected in it tended to support the argument that its intention was to abrogate the rule of English law, but the court was clearly of opinion that it could not be treated as effecting any such abrogation. The chapter to which the article belonged was entitled, "Means of Injuring the Enemy, Sieges and Bombardments." It was absurd to suppose that the War Office ought to issue instructions to Sir John French forbidding him to declare that the rights of alien enemies in our courts were suspended; yet that absurdity necessarily followed from the argument used. The view of the court was that it had a quite different and a very important effect—namely, that of forbidding any declaration by a military commander of a belligerent force in the occupation of the enemy's territory which would prevent the inhabitants of that territory from using their courts of law to assert or protect their civil rights. That interpretation was placed upon it by the Foreign Office in a letter to Professor Oppenheim, of Cambridge, dated 27th March, 1911, when the view of the British Government was made clear to the world. The paragraph did not affect the rule of English law. The next point to consider was whether an alien was liable to be sued in the King's courts during the war. *Prima facie* there seemed no possible reason why our law should decree an immunity during hostilities to the alien enemy against the payment of just debts or demands due to British or neutral subjects. The rule of law suspending an alien enemy's right of action was based upon public policy, but no considerations of public policy could justify preventing British or neutral subjects enforcing their rights against the enemy; to hold otherwise would be to injure British subjects and favour the enemy, per Bailhache, J., in *Robinson & Co. v. Continental Insurance Company of Mannheim* (59 SOLICITORS' JOURNAL, 7). The effect would be to convert what was a disability upon him into a relief during war. Once the conclusion was reached that the alien enemy could be sued, it followed that he could appear and be heard in his defence, and take all such steps as might be deemed necessary. To deny him that right when brought before the courts would be to deny him justice. Equally it resulted that when sued, if judgment proceeded against him, the appellate courts were as much open to him as to any other defendant. But with regard to an alien enemy plaintiff who could not proceed with his action during the war, the case was different. There was no distinction in principle between the case of an alien enemy seeking to enforce a civil right in a court of first instance and an alien enemy seeking to enforce such right by recourse to the appellate courts. Once hostilities had begun he would not be heard in proceedings in which he was the person setting the courts in motion. If he had given notice of appeal before the war, the hearing of the appeal must be suspended until after the restoration of peace. [His lordship then proceeded to deal with the facts of the first two cases, and continued:] Order XI. r. 8 had been revoked by the Lord Chancellor, and it had become unnecessary to consider questions raised by it. But unless an order for substituted service in this country of notice of a writ of service out of the jurisdiction could be made, great hardship might be inflicted upon persons who had claims against others who had become alien enemies. The court must also take into account the position of the defendant, who was clearly entitled to effective notice of any proceedings against him. The general rule was that an order for substituted service of a writ for service within the jurisdiction could not be made where at the time of the issue of the writ the defendant could not have been personally served within the jurisdiction. It must be shewn that the

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writ was likely to come to the defendant's knowledge if the method of substituted service were adopted. Order IX. r. 2 gave a very wide discretion, which the court was not inclined to limit. In the case of a writ issued under Order XI. r. 1 for service out of the jurisdiction, substituted service might be ordered in special circumstances if it would bring the writ to the defendant's knowledge: *Western, &c., Building Society v. Rucklidge* (1905, 2 Ch. 472). In the case of a notice in lieu of a writ to be served on a foreigner out of the jurisdiction, on an order properly obtained there was no reason why substituted service of that notice should not be permitted in similar circumstances to those in which it was permitted in the case of a writ for service out of the jurisdiction. Order XI. r. 7 and Order IX. r. 2 gave power to order it, and certainly Order XI. rr. 8 (4) and (5) contemplated it might be done. *Dillon v. Bornemann* (3 T. L. R. 3), a case decided before rules 8 and 8a were made, favoured that view. The judge in chambers ought to be satisfied that actual service was practically impossible, and that the method of substituted service would be effective, in all reasonable probability, in bringing notice of the proceedings to the defendant. Our English procedure had hitherto been laudably superior to the continental in not permitting "constructive service" by published notices or advertisements. In *Porter v. Freudenberg* the defendant was abroad at the date of issue of the original writ, so there could be no order for substituted service of that writ. Leave had now been granted to issue a concurrent writ and to serve notice of it out of the jurisdiction, and that difficulty was removed. The proper order to make in both this and the second case was to give leave to make substituted service, and to refer both cases to chambers as to the mode of effecting it. Upon the materials before the court they thought service of the notice should be effected by substituted service upon Barnes and Bonome respectively, the plaintiffs being put on such other terms as might seem proper as to advertisements and as to the period for appearance. [His lordship then stated the facts in the patent case, and proceeded:] At the hearing the petitioners admitted they could not succeed in their notice, but contended that the appeal was not suspended, but could be heard during the war. The position was peculiar inasmuch as Mr. Moulton insisted in the interest of his clients, the appellants, not on their right to be heard, but that their appeal could not be heard until after the restoration of peace. If the court acceded to that view, alien enemies who were owners of an English patent would be in a distinctly advantageous position as long as the war lasted. The appellants were the respondents to a petition. They were therefore in the same position as a defendant who appealed from a judgment given against him, and were entitled not only to appear and be heard on the motion, but also to have their appeal heard in the ordinary course notwithstanding the war. The court could not accede to their contention that the hearing of the appeal must be suspended during the war. The motion in that case would be dismissed, but, having regard to the circumstances, without costs. The late Lord Justice Kennedy had assisted in preparing and had approved of this judgment before his death.—COUNSEL, in the first case, *Ogil Fitch*; in the second case, *R. Story Deans*; in the third case, *Walter, K.C.*, and *Courtney Terrell*; *H. Fletcher Moulton*; for the Crown in all three cases, *Sir John Simon, A.G.*, *G. A. H. Branson*, and *J. V. Neabitt*. SOLICITORS, *W. W. Young, Son, & Ward*; *Alfred Double & Sons*; *Bower, Cotton, & Bower*; *Solicitor to the Treasury*.

[Reported by H. LANSFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re A COMPANY. Sargant, J. 15th January.

PRACTICE—VESTING OF ENEMY PROPERTY—SERVICE ON ALIEN ENEMY—MOTION—ORIGINATING SUMMONS—TRADING WITH THE ENEMY (AMENDMENT) ACT, 1914 (5 GEO. 5, C. 12)—TRADING WITH THE ENEMY (VESTING AND APPLICATION OF PROPERTY) RULES, 1915, RR. 2 AND 6—R.S.C., ORD. LIV., R. 4E.

Where notice of motion had been served before the rules under the Trading with the Enemy (Amendment) Act, 1914, were promulgated in the London Gazette.

Held, that an originating summons must now be issued, in pursuance of the rules, and the matter must come on first in chambers, leave being given to use the affidavit evidence filed on the motion.

Where the alien enemy is interned in an internment camp a letter should be sent to him enclosing a copy of the originating summons.

This was a motion in the matter of the Trading with the Enemy (Amendment) Act, 1914. The name of the company was not mentioned. It was an *ex parte* application for an order under the Act, vesting in the Public Trustee all the property of the company, which was an enemy company incorporated in Germany, but carrying on a business, or having a branch, at Leicester. Notice of motion was given on 7th January that the court would be moved on 5th January, but meanwhile, on 12th January, the new rules under the Act were published in the London Gazette. The notice of originating motion had been served at the office of the company in England, in compliance with the provisions of section 274 of the Companies (Consolidation) Act, 1908 (8 Ed. 7, c. 69). The Trading with the Enemy (Vesting and Application of Property) Rules, 1915, provide as follows:—Rule 2 (1): Applications under section 4 shall be by way of originating summons, and shall be made to the Chancery Division of the High Court, and such applications, and any subsequent applications, shall, in general and except so far as hereby otherwise provided, be made and dealt with *mutatis mutandis* in accordance with the practice of that division with regard to similar matters under the Rules of the Supreme Court and otherwise. (2): Any respondent to the originating summons shall not be required to enter any appearance thereto, and accordingly rule 4*a*, of order 54, of the Rules of the Supreme Court shall apply thereto. Rule 6: Any application under this Act, whether original, subsequent, or other, may be proceeded with, heard, and dealt with by the Court or a judge, if thought fit, in the absence of an enemy or any other party who may be, or appear to be, abroad, or whose whereabouts may not be known, or whose presence may otherwise be difficult to secure, and without service of any summons, or notice of summons, on any such party, or any intimation to such party, other than such, if any, as the Court shall think fit. And this sub-rule shall be in addition to and by way of extension and enlargement of the ordinary powers and practice of the Court as to proceedings *ex parte* and as to substituted service. R.S.C., ord. 54, r. 4*a*, is as follows: Every summons, not being an originating summons to which an appearance is required to be entered, shall be served two clear days before the return thereof, unless in any case it shall be otherwise ordered. Provided that in case of summonses for time only, the summons may be served on the day previous to the return thereof. Counsel for the motion contended that, in view of the date of its service before the new rules were promulgated, his application was in proper form and sufficient, and could be heard forthwith. He stated that the manager of the company was now interned in an internment camp, and under rule 6 his presence was not necessary.

SARGANT, J., after stating the facts, said: In this case an originating summons must now be issued, pursuant to the new rules, and the matter will then come on in chambers, and I give leave to the applicant here to use, on that application in chambers, the affidavit evidence filed for this motion. A letter should be sent to the manager at the internment camp, enclosing him a copy of such originating summons. This motion will stand over for the costs of it to be dealt with on the summons.—COUNSEL, A. B. Martin. SOLICITORS, Field, Roncoe, & Co., for Freer & Co., Leicester.

[Reported by L. M. MAY, Barrister-at-Law.]

CASES OF LAST SITTINGS

Court of Appeal.

EDWARD GREY & CO. v. TOLME & RUNGE. No. 2.
15th and 16th December.

WAR—CONTRACT—ARBITRATION—SALE AND PURCHASE OF SUGAR—OUTBREAK OF WAR—ISSUE WHETHER THE CONTRACTS WERE SUSPENDED DURING THE WAR OR HAD BEEN DISSOLVED—RIGHT OF PLAINTIFF TO HAVE SUCH ISSUE DECIDED BY THE COURT.

The plaintiffs claimed a declaration that certain contracts entered into with a German firm for the supply and delivery by the latter of a quantity of beet sugar were suspended on the outbreak of war between Great Britain and the German Empire, or alternatively a declaration that the contracts were dissolved on the outbreak of the war.

The defendants applied for an order that the action be stayed under section 4 of the Arbitration Act, 1889. The master made no order on the summons. On appeal to Scrutton, J., he made an order dismissing the appeal, but granted leave to appeal, as Warrington, J., in *Smith, Coney & Barrett v. Becker, Gray, & Co.* (31 T. L. R. 59), had decided, under similar circumstances, that the defendants were entitled to go to arbitration.

Held, that, as the real question was whether the contracts were suspended during the war, or had been dissolved, and this was a question of law, the question before the court, whether the action should be stayed, was a question for the discretion of the judge, his discretion could not be interfered with, and the appeal failed.

Appeal by the defendants from an order of Scrutton, J., at chambers on an appeal from an order of a master. The plaintiffs claimed (1) a declaration that certain contracts entered into before 4th August, 1914,

for the purchase by them of 1,000 tons of sugar, to be delivered by the defendants f.o.b. the ss. *Kronberg*, at Hamburg, during August, 1914, were suspended on the outbreak of war between Great Britain and the German Empire, or alternatively a declaration that the contracts were dissolved on the outbreak of the war; (2) an injunction to restrain the defendants from proceeding, or attempting to proceed, with an arbitration in respect of the said contracts. The defendants, who were sugar merchants carrying on business in London and Hamburg, were the first sellers on the claim, and the plaintiffs were the last buyers. The contracts were in the usual form, and were subject to the rules and regulations of the Sugar Association of London and of the London Produce Clearing House. The sugar was in Hamburg, but owing to the war the defendants were unable to ship it. Rule 491 (a) of the Sugar Association of London provided that "in the event of Germany being involved in a war with England, France, Russia, and/or Austria, this contract, unless previously closed . . . be deemed to be closed."

Rule 491 (b): "For the purposes of the war clause a contract against which a tender has been made shall be deemed a closed contract. Should the state of war prevent shipment . . . then any party to the contract shall be entitled to appeal to the council for a decision which shall be binding on all concerned." On 27th November, 1914, the defendants applied for an order that the action be stayed under section 4 of the Arbitration Act, 1889. The master made no order. On 4th December, 1914, Scrutton, J., made an order dismissing the appeal, but granted leave to appeal, because of the decision of Warrington, J., in *Smith, Coney, & Barrett v. Becker, Gray, & Co.* (31 T. L. R. 59).

BUCKLEY, L.J., said that he thought the order of Scrutton, J., was right, as it did not go the length of determining that there should be no arbitration at all. He referred to rule 491 (b). It was said that that was an arbitration clause addressed to the exact event which had happened, and that there should therefore be an arbitration, and that the judge ought in his discretion to have ordered that the parties should go to the domestic forum. But the real question between the parties was whether, in the events which had happened, the contracts were alive or dead. It was a question of law, and therefore within the discretion of the judge to say that that question was not a proper one to be submitted to arbitration, but for the court; and therefore the action should not be stayed. The appeal failed.

PHILLIMORE and PICKFORD, L.J.J., gave judgment to the like effect. Order accordingly.—COUNSEL, for the defendants, *Adair Roche, K.C.*, and *R. A. Wright*; for the plaintiffs, *Greer, K.C.*, and *A. R. Kennedy*. SOLICITORS, *Cattorns & Cattorns*; *Pritchard, Englefield, & Co.*, for *Simmons, North, Harley, & Co.*, Liverpool.

[The appeal by the plaintiffs in *Smith, Coney, & Barrett v. Becker, Gray, & Co.* (*supra*) was in the list for hearing on 18th December, but was ordered to stand over, it being stated that the appeal was likely to occupy more time than the court could then give to it.]

[Reported by ESKINS REID, Barrister-at-Law.]

High Court—Chancery Division.

Re JONES. LAST v. DOBSON. Sargant, J. 5th and 6th November.

WILL—DEVISE BEFORE THE WILLS ACT, 1837 (7 WILL. 4 AND 1 VICT. c. 26)—LEGAL ESTATE TO TRUSTEE IN FEE SIMPLE—TRUST FOR A IN FEE SIMPLE WITH GIFT OVER IN CASE OF HIS DEATH "UNMARRIED" AND WITHOUT ISSUE—NO WORDS OF LIMITATION TO GIFT OVER—EXTENT OF DEFEASANCE.

Where the event was that of a death "unmarried and without lawful issue."

Held, that the word "unmarried" must be construed, not in its primary sense of "without ever having been married," but in its secondary sense of "without leaving a widow."

Re Sanders' Trusts (1866, 1 Eq. 675) and Re Chant (1900, 2 Ch. 345) followed.

The rule that the estate of a cestui que trust is commensurate with that of his trustee (*Challenger v. Sheppard*, 1800, 8 Term Rep. 597) is not applicable where the children's interests, as in this case under the old law before the Wills Act, are merely equitable estates for life, so to enlarge such interests into equitable estates in fee simple, since in any case the equitable estate in fee simple given in the previous gift required a corresponding legal estate in the trustee. Moreover, the gift over had only affected that equitable estate in fee simple so far as to give effect to the subsequent interests, which, being interests for life, had now come to an end.

Gatenby v. Morgan (1876, 1 Q. B. D. 685) followed.

Held, that the property now passed under the will of the person having the equitable estate in fee simple previous to the life estates, and not under the gift in the original will.

This was an originating summons to determine whether certain property devolved under one will or under the gift over in an earlier will. The facts were as follows:—Thomas Jones, who died on 10th May, 1823, by his will dated 24th January, 1827, specifically devised, "All that my freehold estate," situate at Eton, in the county of Buckingham, to a trustee and his heirs, upon trust, to receive and take the rents and profits, and pay them over to his sister, Sarah Binfield, or to permit her to receive and take the same during her life, and after her death, in trust to and for his nephew, J. L. Binfield, his heirs and assigns, for ever to and for his and their own use and benefit, but

Original Society.

Founded 1840.

THE GUARANTEE SOCIETY, LD.

BONDS
FOR

Receivers and Managers in Chancery.

Administrators in Probate.

Receivers and Committees in Lunacy.

Special Managers and Trustees in Bankruptcy.

*Note—BONDS issued for Trustees under the
Bankruptcy and Deeds of Arrangement Act.*

Head Office: 19, Birchlin Lane, London, E.C. Law Courts Branch: 222-225, Strand, London, W.C.

In case of his death, "unmarried and without lawful issue," then upon trust for his niece, Sarah Bird, during her life, and after her death upon trust for all her children (excepting two, who were otherwise provided for) living at her death, share and share alike, who, being sons, should attain the age of twenty-one years, or, being daughters, should attain that age or marry, with benefit of survivorship amongst the said children. Sarah Binfield died in 1841. J. L. Binfield, in 1859, married a wife, who died in his lifetime. He had no issue, and died in 1893, having executed a disentailing assurance and made a will, disposing of all his real estate. Sarah Bird died leaving children, who attained twenty-one, and who were all now dead. The dispositions of this property had been such that down to the year 1914 the rents and property belonged to the same people, whether the property passed under one will or the other, so that it had not become necessary to decide the point.

SARGANT, J., after stating the facts, said:—First of all, under the will of Thomas Jones, J. L. Binfield took an equitable estate in fee simple defeasible in the event of his death without leaving a widow or issue, because I hold that the collocation of the words "without lawful issue" shews that the word "unmarried" is to be construed not in its primary sense of "without ever having been married," but in its secondary sense of "without leaving a widow": that is, following the cases of *Re Sanders' Trusts* (1866, L. R. 1 Eq. 675) and *Re Hunt* (1900, 2 Ch. 345). Secondly, the gift over in Thomas Jones's will only affected the previous equitable estate in fee simple given to J. L. Binfield, so far as was necessary to give effect to the subsequent interests, following *Gatenby v. Morgan* (1876, 1 Q. B. D. 606). And, thirdly, under the old law before the Wills Act, 1837, the subsequent interests given to the children of Sarah Bird created equitable estates for life only. The rule that the estate of a *cestui que trust* is commensurate with that of his trustee (see *Challenger v. Sheppard*, 1800, 8 Term. Rep. 507) and *Moore v. Cleghorn* (1847, 10 Beav. 42), and on appeal, 1848, 12 Jur. 591) is not applicable to the present case, so as to enlarge the children's interests into equitable interests in fee simple, for the reason that the equitable estate in fee simple given to J. L. Binfield in any case required a corresponding legal estate in the trustee. I accordingly decide that the title to the property must now be traced under the will of J. L. Binfield, and not under that of Thomas Jones.—COUNSELL, *Romer, K.C.*, and *W. F. Webster, H. S. Preston, W. A. Jolly, Martelli, K.C.*, and *J. Austen-Cartmell, Solicitors, Welman & Sons, for Last & Goodford, Windsor; Benham, Barrett, & Synnott; R. H. Behrend & Co.; Indermaur & Brown.*

[Reported by L. M. May, Barrister-at-Law.]

ARMITAGE & BATTY v. BORGMANN AND ANOTHER. Sargant, J.
11th December.

ALIEN ENEMY—PARTNERSHIP DEED—SPECIAL CLAUSE THAT PARTNER SERVING IN THE GERMAN ARMY SHOULD NOT CEASE TO BE A PARTNER—DEED OF ACCESSION BEFORE WAR DECLARED WITH ENGLAND—EFFECT OF WAR—LICENCE TO TRADE—PARTNERSHIP SUSPENDED OR ABROGATED—RECEIVER AND MANAGER TO CONTINUE BUSINESS—SERVICE OF WRIT ON ALIEN PARTNERS.

A receiver and manager was appointed, not for the purpose of winding-up, but for the purpose of continuing a partnership business, where there was a clause in the partnership deed making provision for what was to be done in the event of the two German partners in a business consisting of English and German partners being called out to serve in the German army, and where, before the outbreak of war between England and Germany, a deed of accession had been entered into purporting to carry out the terms of the special clause in the partnership deed.

This was an *ex parte* motion by two English partners against two German partners of a firm for the appointment of a receiver and manager of the business. Clause 18 of the partnership deed provided that if the defendants, or either of them, should during the partnership "be called upon for active service in the German army, they or he shall be at liberty to serve accordingly without ceasing to be a partner." It was further provided that in that event one H. B. should be entitled to be admitted as a partner for the unexpired term of the partnership, and to receive a certain proportion of the shares in the profits to which the defendants were entitled. On 31st July, 1914, a deed of accession was entered into between the plaintiffs and the defendants, which recited the outbreak of war in Germany, and that the defendants had been called out for active service in the German army, and that H. B. was unable to reside in England, whereby the parties agreed that the partners, the defendants, should be entitled to serve in the German army as they had been called upon to do, and that A. E. B. should forthwith become a salaried partner in the firm for the residue of the unexpired term of the partnership at a salary of £1,000 a year. On the same day the defendants left England to serve in the German army. The plaintiffs continued the business as usual until September, when they became doubtful as to their legal position, having regard to the Proclamations as to Trading with the Enemy, and accordingly they wrote to the Home Secretary explaining their position, and on 8th October the Home Secretary sent the plain-

tiffs a licence to trade as partners on the terms that no payments should be made to or for alien enemies. It was now contended that the partnership was dissolved *ipso facto* by the declaration of war, and that the provision covering this event in clause 18 of the partnership deed was invalid and void as providing for alien enemies carrying on business in this country, and that the licence to trade was only given to the plaintiffs as partners, and it was asked that a receiver should be appointed to wind up the partnership, as the alien enemy partners must be treated as being dead. It was essential that the partnership should be put an end to speedily, for they could not tell what might happen at the end of the war, as the defendants might repudiate their liability for any loss at the end of the war if the business was carried on at a loss. The plaintiffs in their evidence said: "The absence of the defendants has not affected the control or management of the firm, and there is no practical obstacle to the effective continuance of the business."

SARGANT, J., held (1) that a receiver and manager for the purpose of winding-up the partnership would not be appointed, but that such receiver and manager would be appointed for the purpose of continuing the business for a limited time. (2) The deed of accession was entered into when war between Germany and France and Russia was imminent, and when war between Germany and Britain was probable. (3) The plaintiffs must, in view of the rules about to be framed to meet these cases, take out a summons for directions forthwith to see what can be done in the way of service of a writ on the alien defendants. Leave to serve the notice of motion with the writ given.—COUNSEL, Henry Terrell, K.C., and N. C. Armitage. SOLICITORS, Ford & Son.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

PAWCETT v. SMETHURST. Atkin, J. 26th November.

INFANT—CONTRACT—TORT—NEGLIGENCE—LIABILITY OF INFANT.

An infant receiving an allowance of £80 a year hired a motor-car to drive to a place six miles away to fetch his bag. The infant, after arriving at his destination, drove a friend twelve miles farther on, in the course of which additional journey the car was damaged without any negligence on the part of the infant. In an action against the infant for damages for the wrongful use of the car,

Held, that nothing done by the infant rendered him liable as an independent tort-feasor.

The plaintiff, proprietor of the George Hotel, Stanrae, sued the defendant, an infant, for a declaration that he was entitled to be indemnified against the loss by fire of a motor-car hired by the defendant. In the alternative, he claimed the value of the car as damages for breach of contract of hiring, or as damages for the wrongful use of the car or for negligence in its use. On 12th August the defendant hired the plaintiff's car to be driven by himself to Cairn Ryan, six miles away, for the purpose of fetching his bag. The plaintiff stated in evidence that he allowed the defendant to take the car provided it was at defendant's own risk. The defendant reached Cairn Ryan, and afterwards met a friend, whom he took for a drive to Ballantrae, twelve miles distant. On the return journey the car, without any negligence on the part of the defendant, caught fire, and was damaged beyond repair. The defendant's evidence was to the effect that he never agreed to hire the car at his own risk, that at the time of the accident he was twenty years of age, and receiving an allowance of £80 a year from his father.

ATKIN, J., in giving judgment, said the principle of law applicable was that laid down in *R. Leslie (Limited) v. Sheile* (1914, 3 K. B. 607), where Kennedy, L.J., cited with approval the following principle of law from Pollock on Contracts, 8th edition, p. 78: "He (the infant) cannot be sued for a wrong when the cause of action is in substance *ex contractu*, or is so directly connected with the contract that the action would be an indirect way of enforcing the contract. . . . But if an infant's wrongful act, though concerned with the subject-matter of a contract, and such that but for the contract there would have been no opportunity of committing it, is nevertheless independent of the contract in the sense of not being an act of the kind contemplated by it, then the infant is liable." In the present case nothing done by the infant on the drive to Ballantrae and back made him an independent tort-feasor, and therefore no action of tort was maintainable against him. With regard to the defendant's liability in contract, if an onerous term, such as that the car was to be at the defendant's risk, were annexed to the contract, it would not follow that it would be a necessary to make a contract containing such a condition. There would be judgment for the defendant with costs.—COUNSEL, A. R. Kennedy; Sir F. Low, K.C., and R. J. Willis. SOLICITORS, Pritchard, Englefield, & Co., for J. H. Glover, Liverpool; H. C. Morris, Woolsey, Morris, & Kennedy, for Woolsey & Thorold, Norwich.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

IT'S WAR-TIME, BUT — DON'T FORGET

THE MIDDLESEX HOSPITAL

ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET.

Probate, Divorce, and Admiralty Division.

Re WATKIN (Deceased). WHITLARK v. WHITE. Sir Samuel Evans, P. 1st December.

PROBATE — ADMINISTRATION WITH THE WILL ANNEXED — WILL NOT APPOINTING EXECUTORS—GRANT TO EXECUTORS APPOINTED IN EARLIER REVOKED WILL—CONSENT OF PARTIES—COURT OF PROBATE ACT, 1857 (20 & 21 VICT. c. 77), s. 73.

After probate of a will of a testatrix had been granted in common form to the executors named therein, a later will was found, in which the testatrix dealt with the whole of her property, but made no appointment of executors. The court revoked the probate of the earlier will, and pronounced against that will, but, with the consent of all persons interested, granted letters of administration with the later will annexed, under section 73 of the Court of Probate Act, 1857, to the persons named as executors in the earlier will.

This was an action for revocation of probate. The testatrix, Annie Emma Watkin, of "Abergwynant," Dolgelly, in the county of Merioneth, by her will dated 19th September, 1900, appointed as her executors James White and Philip Schooling. She died on 31st July, 1913, and on 30th September, 1913, the executors obtained probate in common form of that will. Subsequently a holograph will of the testatrix, dated 24th January, 1911, and duly executed and attested, was discovered in a sealed envelope, endorsed, "The last will of Annie Emma Watkin." It was as follows: "I wish to leave everything I am possessed of, moneys, jewellery, furniture, pictures, &c., divided equally between my more than beloved children, John Howard Whitlark and Violet Hope Whitlark. All debts owing to be collected and invested. Any profit made on the sale of "Abergwynant" should all come to my children, as my money purchased it (except a very small sum) and my money paid for all repairs and decorations. To my dear mother £1 a week during her lifetime. This is my last will and testament, written this 24th day of January, 1911." The plaintiff, John Howard Whitlark, propounded, as one of the residuary legatees named therein, the will of 24th January, 1911, and claimed to have the probate of the earlier will dated 19th September, 1900, revoked, and that will pronounced against. By their defence the defendants, James White and Philip Schooling (the executors of the earlier will), denied that the will of 1900 was revoked by the will of 1911, and pleaded that the will of 1911 was a direction by the deceased to them as her executors and trustees already appointed under the will of 1900 as to the manner in which she desired her property to be disposed of. They claimed a grant to themselves of probate of the wills of 1900 and 1911 as together constituting the last will and testament of the deceased. Counsel for the plaintiff said that the probate, which had been granted of the will of 1900 alone, must clearly be revoked. The only question was what form the probate of the will of 1911 should take. He cited *In the Goods of Hale* (1874, L. R. 3 P. & D. 207), *In the Goods of Brotherton* (1901, P. 139). Counsel for the defendants referred to *In the Goods of Potter* (1899, P. 265).

Sir S. EVANS, P., in delivering judgment, said: In this case the defendants were appointed executors of the will of the testatrix dated 19th September, 1900, and they proceeded after her death to take probate of that will in common form. It was subsequently ascertained that a document in the form of a holograph will, dated 24th January, 1911, had been signed by the testatrix as her will. That document was duly executed and attested, and it purports to dispose, and does dispose, of the whole of the testatrix's property, but it does not appoint any executor. This will, therefore, so far as any dispositions of property are concerned, revokes the will of 1900. I think the best course in this case, if the law permits me to do it, is not to admit both these documents to probate. The first will is a very long document, no part of it is effective, except possibly the appointment of executors. The fact of its being admitted to probate might lead to difficulties hereafter, as its dispositions are different from the dispositions in the later will. By far the more convenient course is to grant letters of administration with the later will annexed to the persons named as executors in the earlier will, all persons interested in the estate consenting to this course, and the executors, who are parties to this action, also consenting. Two cases, *In the Goods of Hale* (*supra*) and *In the Goods of Brotherton* (*supra*), were cited as instances in which applications for a grant of letters of administration to nominees of the parties, with the consent of all persons interested, were refused. Those cases stand on their own facts, which were entirely different from the facts in the present case. In the case of *In the Goods of Potter* (*supra*), cited on the other side, where all parties interested in the estate had entered into a compromise with a view to putting an end to further disputes, the court granted administration with the will annexed under section 73 to a stranger, who was their nominee. That case also stands on its own facts, but it resembles the present case more closely than do the other two cases cited. Apart from the authorities, I hold that there is power under section 73 for this court to adopt the most convenient course, namely, to make a grant of letters of administration with the later will annexed to the persons named as executors in the earlier will. I revoke the probate of the earlier will, and formally pronounce against that will, finding that it was revoked by the later will. I order that the costs of all parties shall be paid out of the estate.—COUNSEL, Bayford, for the

plaintiff; *W. O. Willis and Talbot-Ponsonby*, for the defendants.
SOLICITORS, *White & Leonard*; *Kenneth W. Claye*.

[Reported by CLIFFORD MORTIMER, Barrister-at-Law.]

IN PRIZE.

THE "HORST MARTINI." Sir Samuel EVANS, P. 7th December.

PRIZE LAW—ENEMY SHIP—SEIZURE OF CARGO—NO CLAIM BY CONSIGNEE
—ORDER FOR SALE—PRIZE COURT RULES, 1914, ORD. XXVII., R. 2.

Where the consignees of certain goods in an enemy ship had not taken up the bills of lading and they refused to pay the expenses of detention, on which payment the Procurator-General was willing to release to them the goods, and where they, the consignees, made no claim to the goods, which were still incurring continuing charges for warehousing, an order was made, under Prize Court Rules, ord. 27, r. 2, for the goods to be sold and the proceeds of sale to be paid into court, with liberty to any parties interested to apply for payment out of such proceeds of sale.

A German steamship, *The Horst Martini*, was seized at Newport, Monmouth, on 5th August, after the outbreak of war between England and Germany. Most of her cargo had been released, but a portion remained, which the Procurator-General was willing to release on the consignees paying the expenses incurred in its detention. This they refused to do, and accordingly this application was made by the Crown. The consignees had not taken up the bills of lading and they made no claim to the goods. Counsel for the Crown said that the consignor was in Belgium and it was impossible to communicate with him. This case was contemplated by the Prize Court Rules. Ord. 27, r. 2, applied. It is as follows: "Where the judge decrees property taken or seized as prize to be restored to the owner thereof, the decree shall be carried out by means of a release as prescribed in ord. 13: Provided, that the judge may order such release upon such terms as to the payment of costs and expenses and freight (if any is due), or otherwise, as to the judge may seem just, and if such terms are not complied with or such payments are not made within a time to be named in the order, may direct the appraisal and sale of such property and the payment into court of the proceeds of sale, and the payment thereof of such costs and expenses or freight." In this case the goods were warehoused with a railway company, and their charges were still continuing and increasing.

Sir SAMUEL EVANS, P., after stating the facts, said: I make an order for the sale of these goods, the proceeds of the sale to be brought into court, and I give liberty to any parties interested to apply for payment out of the sale moneys.—COUNSEL, *D. Stephens*. SOLICITOR, *The Treasury Solicitor*.

[Reported by L. M. MAY, Barrister-at-Law.]

Bristow v. Piper (ante, p. 178).—It has been pointed out to us that the head-note in this case is wrong in stating that the bottle was placed in the yard "at a time when the premises were lawfully open." There was a conflict of evidence whether it was placed there just before or just after 10 p.m., and it was decided, in settling the special case, to leave this point open. Clause 8 ran "that the bottle was so filled by the respondent and placed in the said stable yard the same evening." It was, our correspondent adds, certainly an express term of contract that the bottle was to be placed in the yard, but the customer at no time stipulated that it was to be there before 10 p.m. The bottle was handed in to be filled at 8 p.m.

New Orders, &c.

War Orders and Proclamations.

The *London Gazette* of 15th January contains the following:—

1. A notification by the Secretary of State for Foreign Affairs, dated 13th January, that the French Government has adopted lists of absolute and conditional contraband identical with those contained in the Royal Proclamation of 23rd December (ante, p. 178).

The *London Gazette* of 19th January contains the following:—

2. The following notice by the Secretary of State for Foreign Affairs, dated 19th January, relating to Passports:—

Passports.

The Secretary of State for Foreign Affairs gives notice that it has been found necessary, in view of the present European War, to revise the system and form of Passports granted to British subjects for travelling to foreign countries.

On the 1st of February next all British Passports, held by British subjects who are in the United Kingdom, which were issued prior to the 5th of August last, will become invalid.

Holders of such Passports must make application for new Passports in the proper form, which can be obtained from the Foreign Office and the usual Agencies. Full particulars as to the new requirements will be found on the form.

Passports issued prior to the 5th of August last and held by British subjects in France (including Algiers and Morocco), Spain, Portugal, Italy, Switzerland, Holland, Denmark, Norway, and Sweden, will become invalid on the 1st of March next. Applications for new Passports in such cases must be made to the nearest British Consul.

In other countries the date on which such Passports will become invalid will be the 1st of August.

Passports issued between the 5th of August, 1914, and the 1st of February, 1915, will be valid for two years only, but if the holders contemplate proceeding to France or Belgium, they must previously obtain a Supplementary Document and visa from a French or Belgian Diplomatic or Consular Officer.

On and after the 1st of February no person will be allowed to leave the United Kingdom for France or Belgium without a Passport valid in accordance with these Regulations.

Foreign Office,

January 19, 1915.

The Guardianship of Infants Act, 1886.

The Lord Chancellor has nominated Mr. Justice Neville to be the Judge of the Chancery Division for the purposes mentioned in Rule 7 of the Rules made in pursuance of the Guardianship of Infants Act, 1886.

21st January, 1915.

[The above rule relates to removal of applications under the Act in the county court to the High Court and to appeals to the High Court (see the rules in Annual Practice, 1915, p. 2139).]

Societies.

Law Clerks' Red Cross Fund.

The amount contributed by the law clerks of England and Wales to this fund (which was referred to in our issue of 28th November last) now amounts to upwards of £850.

The motor ambulance car, marked as "the gift of the law clerks of England and Wales" (costing £400), will be on view during Wednesday, 27th January, 1915, in the Judges' Quadrangle of the Royal Courts of Justice, Strand, from 1 o'clock, and at 1.45 on that day the Lord Chief Justice will, on behalf of the law clerks, formally present the car to the British Red Cross Society, on whose behalf the Hon. Charles Russell will accept it.

The car will be equipped by the British Red Cross Society and sent to France.

A sum of £200 has been handed to the society from the fund towards the running expenses of the car, and the balance of the amount collected (after providing for the cost of printing and circulating the appeal) will go towards the same object.

Annual Meeting of the Bar.

The annual general meeting of the bar was held last Monday in the Inner Temple Hall. The Attorney-General (Sir J. Simon), who was in the chair, referred, says the *Times*, to the loss which the bar had suffered by the death of Mr. Danckwertz and Mr. Arthur Cohen—men of remarkable qualities, whose advice at this time, when so many new and difficult questions were arising out of the war, would have been most valuable. The war had necessitated a great deal of emergency legislation, and he was grateful to the Bar Council for mercifully tempering their criticism. Referring to the help sought to be organized for Belgian barristers driven from their country by a most intolerable wrong, he said that there were twenty-four advocates on the list which the secretary, Mr. Bingley, had compiled, and every effort was being made to help these gentlemen and secure suitable occupation for them. One had gone or was going circuit as a Judge's marshal, and another had secured the post of language teacher in a great school. He hoped they would all do everything they could to find these distressed confrères suitable occupation. The special arrangements recommended on behalf of barristers serving with the Forces had been warmly approved by the profession as a whole. They were indebted to the Law Society for their co-operation. Many of them had had the privilege of standing up in court or sending papers with the novel addition that they were acting on behalf of a brother barrister in the King's Forces. The register showed that 796 members were serving. When they considered that the road which led to their profession was long and difficult, and how frequently those who might be claimed as members of it passed away from its active practice, he thought this number was a cause for pride. He suggested that a contested election for the vacancies in the Bar Council should be avoided on this occasion.

Mr. P. O. Lawrence, chairman of the Bar Council, in moving the adoption of the annual statement, read a letter from the Lord Chief Justice, who said: "At the outbreak of the war my wife issued a private appeal for funds to a number of the bench and bar, which met with more than a generous response, and, indeed, the money so subscribed has sufficed to purchase large quantities of material and to employ constantly thirty or forty women, who would otherwise have been destitute, upon the making of garments, &c., which are of use not only to the soldiers themselves, but also to their wives and children, as well as to the Belgian refugees. . . . Generous as the contributions were, they cannot be adequate to continue this excellent work indefinitely. I feel that many members of the bar who are anxious to subscribe to the various funds would be glad to subscribe to this, which is peculiarly their own, more especially if they realized what useful work it was doing, and with their aid would continue to do." On Saturday last, Lady Reading, he was informed, sent garments which brought her total already despatched to 7,000.

Mr. Rawlinson seconded the motion, which was agreed to. Sir Harry Poland, who moved a vote of thanks to the Attorney-General for presiding, said he was introduced in 1849 to the then Attorney-General at the Old Bailey, and he had known every Attorney-General since. None had taken greater interest in the bar than the present Attorney-General.

The Attorney-General briefly responded.

The Law Society.

A special general meeting of the members of the society will be held in the Hall of the society on Friday, 29th January, at 2 o'clock.

Mr. F. Brinsley Harper, London, will move:—"That in the interest of the public the Law Society take all necessary steps to get altered the existing rules of practice that:—(1) The fees payable to junior counsel must necessarily be in all cases from three-fifths to two-thirds of the fees payable to the leading counsel. (2) Clients pay the fees of clerks to counsel."

Mr. E. A. Bell, London, will move:—"That the Council consider the expediency of:—(a) Presenting on behalf of the society some distinctive token to all solicitors and articulated clerks who shall have served with His Majesty's Forces during the present war. (b) Causing a memorial tablet to be erected in the society's common room upon which should be engraved the names of those solicitors and articulated clerks whose names shall appear on the society's roll of honour. (c) Compiling a record of solicitors and articulated clerks who have enrolled themselves as home guards, naval reservists, or special police reserves."

Solicitors Withdrawing from Proceedings.

The report of the Legal Procedure Committee of the Council of the Law Society on the above subject, after stating the law—as to which see under "Current Topics"—concludes:—

The committee consider that the position as defined by the cases referred to must result in hardship to solicitors, and they agree that some remedy should be sought.

Two alternative courses to effect such a remedy have suggested themselves to the committee.

First, that a solicitor should be at liberty to cease to act for a party in any cause or matter, without an order for that purpose, by filing a notice of such his desire, and serving a copy upon his client and upon the other parties.

Secondly, that a solicitor who desires to withdraw from the conduct of any action or other proceedings, should be at liberty to do so with the leave of the court.

The committee consider that if a rule on the lines of the second alternative were passed, it would be the means of securing to solicitors relief in all cases in which they are properly entitled to decline to act further, and to litigants the fullest safeguards of their interests.

The committee accordingly recommend that the Rule Committee of the High Court be requested to frame and pass a new rule to the following effect:

"Any solicitor who desires to withdraw from the conduct of any action or other proceeding instituted in the High Court shall be at liberty to issue a summons out of the Division in which such action or proceeding has been entered, and serve the same upon the person or persons for whom he acts, calling upon him or them to shew cause why such solicitor should not be at liberty to cease to act in such action or proceeding and to have his name removed from the record thereof, and such order shall be made on such application and be subject to such conditions as to the court or a judge may seem just, and shall direct the place at or the mode in which all subsequent proceedings shall be served or left on behalf of the person or persons for whom such solicitor shall cease to act until such person or persons have filed a notice in the usual prescribed form, giving the name and address of the solicitor who will thereafter act for him or them."

Germany's Violation of Treaties.

At the St. Bride's Institute, on the 14th inst., says the *City Press*, Mr. W. H. Champness, solicitor, lectured before the City Tradesmen's Club on "International Treaties and their Violation." After classifying more or less divergent views of international law, he examined the theory, now reasserted by Germany, that necessity, especially military necessity, justified the breaking of a treaty. That theory he found in Machiavelli and again in the famous preface of Frederick the Great's history of his own State. The only rule followed by adherents to the principle was that the interest of one's own State justified everything. It was obvious that Germany intended all along to invade both Luxembourg and Belgium. It was true that she had the bad example of other States, which in the past had similarly disregarded solemn treaties as "scraps of paper" when change of circumstances, or, in other words, military necessity, made it desirable in their interests. Yet France had shown by the nature of her own preparations that she would not herself have violated the treaties, and was indeed relying upon German honour

to regard the countries in question as neutral ground. Great Britain was also justified in claiming that she regarded these treaties as solemnly binding, quite apart from the question of her own interests. Notwithstanding that, it seemed clear that in future it would be hopeless to rely upon the juridical rules of international law, even where they could be definitely ascertained, if it did not suit a State to observe them. Any State that wished to preserve its independence and integrity, and our own homeland in particular, must rely less upon the good faith of its neighbours than upon keeping its own armour buckled on.

After a discussion, the lecturer replied to the points raised, and received a vote of thanks. In proposing it, Mr. Gillett alluded to Mr. Champness's patriotic efforts in the raising of the Corps of Citizens, and to his recent election to the City Board of Guardians.

Lord Justice Kennedy.

On Tuesday morning all the judges in town assembled in the Lord Chief Justice's Court, together with a large number of King's Counsel and members of the junior bar, as a mark of respect for the late Lord Justice Kennedy.

The Lord Chief Justice, whose remarks we take from the *Times*, said: Mr. Attorney, before proceeding with our duties we desire to pay our tribute to the memory of our late brother, and to put on record our appreciation of his life, his work, and his genius. Those who were present when he sat in court only last Saturday must indeed have been startled when they realised on Monday morning that he has passed from among them, and that the judgment delivered by him on Saturday was the last he would ever pronounce, and that they would never see him sitting in court again. Death came so swiftly and abruptly that it is indeed hard to realise at the present moment.

Lord Justice Kennedy came to the bar with a mind singularly well endowed, and even then richly stored. He practised at the bar in Liverpool, and on the Northern Circuit, where he met Russell, Herschell, Gully, and other great names associated with the bar of that circuit. It was there that he learned that mercantile law which no doubt led to his being selected when he was comparatively young, and after some twenty years at the bar, for appointment as a judge. Those who practised before him will remember the great knowledge he displayed, not only of commercial law, but of commercial life. During the time that he sat as a judge his most dominant characteristics were his conscientious devotion to duty and his high conception of the duty of a judge, accompanied by a rare modesty and diffidence, which sometimes misled those who little knew the depth of his learning and knowledge to think that his judgment lacked strength. In fact, his judgments were singularly sound and stood the test of examination and discussion in the appellate courts very well, and were seldom reversed.

In reference to the judgment which stands in the list to be delivered to-day (relating to trading with the enemy) all must remember the great interest that he took in the discussions and argument. During the preparation of the judgment he rendered the most valuable assistance and collected much of the material upon which the judgment about to be delivered rests. He was unwearied in his efforts to make it a just pronouncement of the law. Only on the morning of his death he wrote to me with reference to this very judgment.

To the bar he was always kindly and patient. He was ever courteous, ever ready to listen, and ever eager if he could to single out some young member of the bar for praise and for discrimination. He had a great desire to see the unification of the maritime law of all nations, and to some extent a beginning fortunately was made in his lifetime. It was also his desire that there should be a unification of all the commercial law of the various nations, and he had a great and lofty conception, which it is significant to chronicle at this moment, that all international disputes might in the future be settled by an international court of justice, administering the principles of international law which have been recognised by all civilised Powers, and carrying such weight and respect that no nation would desire to have recourse to war to enforce its claims.

As a man, all privileged to know our late colleague esteemed and respected him highly. Those who were nearest to his friendship had the warmest respect for him. His was a most lovable temperament, generous, even chivalrous, so generous that at times he found it difficult to believe that men could be mean in their views of life. He has left a memory with us that will not easily fade.

The Attorney-General said that the members of the bar would wish to be associated in the fullest degree with the expression which the Lord Chief Justice had given to their feelings of common grief and common loss. Lord Justice Kennedy was a scholar, bearing a name revered by scholars, who never made parade of his scholarship. He was a commercial lawyer who had done as much as any one of his time to shew how the practical solution of practical problems was best attained by the study and application of first principles. He was a judge who was willing to endure the reproach of long deliberation, and even hesitation, rather than gain a reputation for brilliance or brevity by disregarding an argument which was opposed to his first impressions. He was a jurist who by his work in maritime and international law had made a solid contribution on the Continent of Europe and in the American Republic to the fame of this country as the home of legal science. And the bar warmly acknowledged his unvarying kindness, and kindness which was not a pose adopted in order to avoid friction, but

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which proceeded from the depths of a nature which was always ready to accept and to acknowledge help from any quarter, and which had a real sympathy with the work of an advocate presenting the case of his client. The memory of such a personality, so distinguished, so conscientious, and so gracious, would long be gratefully preserved by the bar of England.

Law Students' Journal.

TRAVERS-SMITH SCHOLARSHIP.—At a meeting of the Council of the Law Society, held on the 18th ult., the scholarship to be awarded for the year 1914 was, on the recommendation of the trustees of the will of the late Joseph Travers-Smith, granted to Mr. George Roddam Angus, of Stanhope, co. Durham, who was articled to Mr. George Walton Hodgson, of Stanhope.

Law Students' Societies.

UNIVERSITY OF LONDON LAW STUDENTS' SOCIETY.—At a meeting held on Tuesday, 19th January, 1915, at University College (Mr. R. F. Levy, president, in the chair), the subject for debate was: "That the profession of barrister is an immoral one." Mr. P. A. Wood opened in the affirmative, and Mr. H. P. Wells in the negative. The president and the following members also spoke:—Messrs. C. F. Innis, E. M. Duke, G. Morrison, C. J. E. Hughes, F. Bradbury, G. R. Blake, O. W. Godwin, T. Franconi, W. C. Pycroft, and A. Carreras. The leaders replied, and on the motion being put to the meeting it was lost by 13 votes to 5.

Legal News.

Appointments.

Mr. Justice BANKES has been appointed to be a Lord Justice of Appeal in succession to the late Lord Justice Kennedy. The new Lord Justice is one, though not the senior, of the five judges created in 1910. Born in 1854, he comes of a family with eminent legal traditions. His great-grandfather was the first Lord Eldon, and his mother was a daughter of Sir John Jervis, Chief Justice of the Common Pleas. He was educated at Eton and at University College, Oxford, and was called to the Bar by the Inner Temple in 1873. Before his elevation to the Bench he had a large common law practice, and the experience which he had acquired at the Bar served him well in his judicial capacity and was valued in the Railway Commission Court, where he used to preside.

Mr. SAMUEL HENRY EMANUEL has been appointed to be Recorder of Chester, in place of the late Mr. C. A. S. Garland.

Mr. GEORGE BLAKLOCK has been appointed to be Recorder of Grantham, in place of Mr. T. S. Soden, who has resigned on the ground of ill-health.

Mr. PAUL ERNEST SANDLANDS has been appointed to be Recorder of Newark, in place of the late Mr. W. J. Noble, K.C.

The Attorney-General has appointed Mr. THOMAS HENNING PARR to be the Prosecuting Counsel to the Post Office on the Western Circuit.

Mr. W. H. CHAMPNESS, solicitor, has been elected to represent Queenhithe Ward on the City Board of Guardians, in succession to the Rev. G. K. S. Marshall, resigned. Mr. Champness was first class honours man and John Mackrill prizeman, 1903. He was articled to Mr. H. R. Lewis, nephew and former partner of the late Sir George Lewis. Having been trained in the Officers Training Corps of the University of London, he is now organizing the Corps of Citizens, of which he is adjutant.

Changes in Partnerships.

Dissolutions.

ARTHUR HINGSTON DYMOND, ALFRED GUSTAVUS FINDEISEN, and MAURICE JULIAN TOSSWILL, solicitors (Dymond, Findeisen & Tosswill), Cary Estate Office, Torquay, in the county of Devon, and 34, West Southernhay, in the city of Exeter, December 31. So far as concerns the said Arthur Hingston Dymond, who retires from the said firm; the said Alfred Gustavus Findeisen and Maurice Julian Tosswill will continue to carry on the said business in partnership, under the style or firm of Dymond, Findeisen & Tosswill, at the said Cary Estate Office, Torquay, and 34, West Southernhay, Exeter.

EVERETT HIND and JAMES BURNISTON, solicitors (Hind, Son, & Burniston), Gooles and Thorne, in the county of York. September 30. The said James Burniston will continue the practice in his own name as successor of the late firm.

[Gazette, January 15.

ROBERT OLIVER and THOMAS HENRY CORFIELD, solicitors (Pike, Oliver & Corfield), 26, Old Burlington-street, London, W. December 31. The said Thomas Henry Corfield will continue the said business, under the style or firm of Pike and Corfield.

[Gazette, January 19.

General.

At the Liverpool City Justices' quarterly meeting this week the Brewers' Association asked the authority not to impose any levy owing to the war taxation and the diminution of profits. A resolution to impose the full levy was proposed, but an amendment, submitted by Sir Charles Petrie, that for this year only one-fifth of the levy be asked for was carried by 39 votes to 34. He pointed out that owing to the increase in the price of beer the working classes had been driven to drink spirits of a harmful nature.

Under the Defence of the Realm Act Fitzjohn Clare, a motor garage proprietor of Richmond road, Kingston, was fined £20 at Richmond on Monday for motoring through the town with powerful headlights on Christmas evening. A constable said that when he stopped the car the defendant said, "You — fool. I nearly killed you." The defendant put the lights out, and after travelling 40 yards again stopped and relit them. They were something like small searchlights. The motorist, who denied that he relit the lights, told the magistrate that he thought the regulations were not justifiable, as it was dangerous to pedestrians for motors not to have good lights. Mr. Humphreys (one of the magistrates): "Had you been a millionaire we should have liked to make the fine £10,000."

Estate provisionally valued at £1,000,000 "as far as at present can be ascertained," says the *Times*, has been left by Mr. Louis Edward Raphael, of Connaught place, Hyde Park, barrister-at-law, who died on 4th December last, aged fifty-seven. The estate duty on this provisional valuation will amount to £200,000, as compared with £150,000 under the provisions in force before this year. The testator declared that as he had during his life devoted considerable sums to charitable and beneficial objects, both public and private, he did not feel called upon to leave any charitable bequests, and that he was further induced to make this omission as he considered that "the law whereby charitable gifts are subject to death duties is most impolitic and inequitable." The other millionaire estates of the current financial year are those of Lord Strathcona, who left property in the United Kingdom valued at £4,051,402; and Mr. Peter Coats, of J. & P. Coats (Limited), whose estate was revalued during the year at £2,562,088. Mr. Raphael's estate just comes within the calendar year 1914, in which, in addition to the above estates, there was one other estate exceeding one million, namely, that of Miss Emily Matilda Easton, of Nest House, Felling, Durham, who left £1,079,780.

At the Central Criminal Court on Wednesday Mr. Justice Rowlatt, in a case under the Trading with the Enemy Act, after the jury had found the defendant, Mr. J. F. Drughorn, shipowner, guilty, said he believed the defendant to be a man of the highest possible standing in the City of London and loyal to this country, and he put aside at once any question of his having tried to deceive our Government. He did not think the defendant's letter to the Board of Trade was dishonest; nor did he think the defendant had been actuated by hostility to this country or by a cynical disregard of its safety. He thought it was extremely likely that the paragraph at the end of the Proclamation might have been thought to mean that business done at a foreign branch of a London house was not objected to. "This was undoubtedly in a sense that sort of business. He thought the defendant did it in perfect good faith. Indeed, it might have been considered the policy of the Government that business done abroad, having its centre in London, should not be interfered with to the extent we now saw necessary to interfere with it. Therefore he thought, on the whole, that he could treat the defendant as substantially not having committed an offence, although he considered that the verdict was a valuable one in the public interest, because it drew attention to what must not be done, and he hoped it would have the effect of riveting public attention upon the necessity of rigidly abstaining from any sort of intercourse with enemy territory. He ordered the defendant to pay a fine of 1s. and the costs of the prosecution.

The *Globe* takes the following from the Law Courts:—Mr. Justice Darling: If a collar and a half costs three-half-pence — (laughter). Mr. Hewart: What would be the charge for a pair of socks? (Loud laughter.) Which, says our contemporary, prompts the conundrum: If it takes a judge and a half to make half a bad joke, how many judges will it take to make a joke that isn't half bad?

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 98, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Advt.)

The public are cautioned to be sure of obtaining the genuine "Oxford" Sectional Bookcase, as exhibited at "Ideal Homes" and other exhibitions, particulars of which may be obtained free from the sole inventors and manufacturers, William Baker and Co., Oxford. Avoid imitations, which, although similar in name and general appearance, are quite differently constructed, of inferior finish, and more expensive. The "Oxford" is only genuine when connected with the name of WILLIAM BAKER & Co.—(ADVT.)

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1	Mr. Justice JOYCE.	Mr. Justice WARRINGTON
Monday Jan. 25	Mr. Borrer	Mr. Bloxam	Mr. Farmer	Mr. Synges
Tuesday Jan. 26	Leach	Jolly	Synges	Borrer
Wednesday Jan. 27	Goldschmidt	Greswell	Bloxam	Jolly
Thursday Jan. 28	Farmer	Leach	Goldschmidt	Bloxam
Friday Jan. 29	Church	Borrer	Leach	Goldschmidt
Saturday Jan. 30	Synges	Goldschmidt	Church	Farmer

Date.	Mr. Justice NEVILLE.	Mr. Justice EVE.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.
Monday Jan. 25	Mr. Greswell	Mr. Goldschmidt	Mr. Leach	Mr. Jolly
Tuesday Jan. 26	Bloxam	Greswell	Goldschmidt	Greswell
Wednesday Jan. 27	Leach	Farmer	Church	Borrer
Thursday Jan. 28	Borrer	Church	Greswell	Synges
Friday Jan. 29	Synges	Greswell	Jolly	Farmer
Saturday Jan. 30	Jolly	Leach	Borrer	Bloxam

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Jan. 15.

J. CAMERON & SONS, LTD.—Creditors are required, on or before Feb 6, to send their names and addresses, and the particulars of their debts or claims, to William Henry Arncliffe, 9 Old Jewry Chambers, Liquidator.

JURIN CHEVASSÉ & CO., LTD.—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to William John Wilson, 68, Summer rd., Edgbaston, Birmingham, Liquidator.

JUGA (NIGERIA) TIN AND POWER CO., LTD.—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to Edgar Protheroe Jones, Salisbury House, London Wall, Liquidator.

VEGETARIAN RESTAURANT CO., LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Arnold Watson, 111 to 117, Corn Exchange Bldgs., Manchester, Liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Jan. 19.

GENERAL ELECTROLYTIC PARENT CO., LTD.—Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts or claims, to James Barron, Middlewich, Cheshire, Liquidator.

IMPROVED BREWING PROCESS, LTD.—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to Mr. George Patteson, 12 & 13, Nicholas Is., Liquidator.

REDHILLS TIN MINING CO., LTD.—Creditors are required, on or before Feb 18, to send their names and addresses, and the particulars of their debts or claims, to Stanley Wickert, Station Hill, Redruth, Liquidator.

TREDWOOD SYNDICATE, LTD.—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Sidney Francis St. Jermain Steadman, 4, Suffolk st., Pall Mall East, Liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Jan. 15.

Helshy Wireless Telegraph Co. Ltd.
James Bros. Tooting (1913), Ltd.
J. C. Maudlin, Ltd.
Hannond Syndicate, Ltd.
Cincinnati Lumber and Veneer Co. Ltd.
Greenford Village Development Co. Ltd.
Eastern Financial and Engineering Syndicate, Ltd.
Allen Knight & Co. Ltd.
Justis Chevalier & Co. Ltd.
Ernest Martin & Co. Ltd.
D. G. Syndicate, Ltd.
Colonial Dairy Co. Ltd.

London Gazette.—TUESDAY, Jan. 19.

Stuart, Ltd.
J. H. Cleave, Ltd.
British Empire Agency, Ltd.
Bedminster, Easton, Kingswood and Parkfield Collieries, Ltd.
Monthly Transport Co. Ltd.
Phoenix Mines (Cornwall), Ltd.
Newman's Successors, Ltd.
Gladwin, Ltd.
Mexican Oriental Steamship Line, Ltd.
Equipment, Ltd.
A. and G. H. Edwards, Ltd.
Tredwood Syndicate, Ltd.
C. L. M. C. Syndicate, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 15.

ALEXANDER, JAMES DALISON, Cadogan sq., Feb 12 Daves & Son, Birchin In

ALLEN, Rev RICHARD WATSON, MVO, Edith rd, West Kensington Feb 25 Macdonald & Stacey, Norfolk st, Strand

ASTLE, WILLIAM GEORGE DEVON, Bickley, Kent Feb 18 Travers & Co, Throgdon av

BALCH, WILLIAM, Swindon, Wilts Feb 25 Townsend & Co, Swindon

BARNESLEY, Capt ALAN, Bournemouth Feb 16 Tyer & Co, Liverpool

BARKETT, Rev TUFNELL COWPER ALLISTON, Sandgate, Kent Feb 15 Morley & Co, Gresham House, Old Broad st

BEVAN, MARY EMILIA, Tunbridge Wells Feb 25 Cheale & Son, Tunbridge Wells

BIRCHES, JOHN, Le ds, Maltster Feb 18 Percy, Leeds

BRUNT, JOSIAH, Hanley, Staffs Feb 15 Hunthach, Hanley

CARRITT, THOMAS, Arden, Dulwich, Merchant Mar 1 Sanderson & Co, Queen Victoria st

CHAPMAN, ALFRED HENRY, Lynette av, Clapham Common Feb 12 Burton & Son, Bank chmbrs, Blackfriars rd

CHAPMAN, WILLIAM PAPWORTH, Oakdale rd, Streatham, Company Director Feb 12 Robinson & Son, Lincoln's inn fields

CHRISTIE, WILLIAM CHARLES, Clonchester Feb 28 Annear, Cardiff

CLIFTON, ELLEN CAMILLA MARY ANNE, Mannamoad, Plymouth Feb 18 Hills & Co, Queen Anne's gate, Westminster

CULLINGFORD, HANNAH SARAH, Hove, Sussex Feb 28 Simpson & Co, Gracechurch st

DUFF, Sir ROBERT GEORGE VIVIAN, Bt, Vaynol, Carnarvon Feb 28 Haatles, Lincoln's inn fields

DEWBURY, ALEXANDER, St Anne's on the Sea, Lancs Feb 15 Norton & Co, Leeds

EAST, JESSIE WOOD, Lytton grove, Putney Mar 1 Vandermom & Co, Bush in

EDWARDS, CHARLES EDWARD MUNRO, Dolgelly, JP and DL Feb 20 Braikenridge & Edwards, Bartlett's bldgs

FROGGATT, LOUISA, Beaumaris, Anglesea Mar 1 Norton & Co, Liverpool

GALLILÉE, GEORGE, Whitby, Yorks Feb 28 Woodward & White, Whitby

GWYER, JOHN EDWARD, Argyll rd, Kensington Feb 14 Wansey & Co, Moorgate st

HAMILTON, ANNE ROBERTSON, Brighton Feb 1 Foskett, Brighton

HARDY, MARGARET, Handsworth, Birmingham Feb 15 Smith & Malins, Birmingham

HARGRAVES, HENRY LISTER, Oldham Mar 1 Melldow, Oldham

HART, JOHN HENRY EUSTACE, Farm av, Streatham Feb 15 Mecey, Drevstead rd, Streatham

HEAL, AMBROSE, Tottenham Court rd Mar 1 Ford & Co, Bloomsbury sq

HENNIKER, JOHN GRANVILLE, Catcott, Somerset Feb 20 Russell & Co, Old Jewry chmbrs

HILL, JOSEPH, Leigham Court rd, Streatham Mar 1 Boodle & Co, Davies st, Berkeley sq

HOOPER, ANNE, Gunter st, Chelsea Feb 25 Williams & Lyon, Fulham rd

JENNINGS, WILLIAM OSCAR, Carlisle mans, Victoria Feb 20 Wrensted & Co, Queen Victoria st

KITSON, JOHN WILLIAM, B-unawick st, Blackwall, Composition Manufacturer Mar 1 Rutland & Crauford, Chancery ln

KNIGHT, ELIZA ROUSE BOUGHTON, Mary Knoll House, Hereford Feb 20 Weyman & Co, Ludlow, Salop

LAWSON, EDWIN AGUSTUS, Bootle, Lancs Mar 1 Norton & Co, Liverpool

LEES, WILLIAM, Liverpool, Farmer Feb 8 Smith & Son, Liverpool

MILLER, MARIA ANNA, Wallington, Surrey Feb 20 Marsden & Co, Henrietta st, Cavendish sq

PARKINSON, HERBERT FREDERICK CAVENDISH, Ryde, I of W Feb 28 Emmet & Co, Bloomsbury sq

PETERS, JOHN HARRIS, St Agnes, Cornwall Feb 15 Hancock, Truro

PHILLIPS, THOMAS JOHN, Studley rd, Clapham Feb 12 Burton & Son, Bank chmbrs, Blackfriars rd

PROSSER, WILLIAM DEVONSHIRE, Hove, Sussex Feb 27 Odhams, Ludgate hill

RABY, HANNAH, Manchester Mar 2 Eaton, Manchester

RATCLIFFE, EDWARD LIVINGSTONE, Haslemere, Surrey Feb 15 Barton, Bournemouth

READ, JOHN, Forest Gate, Essex, Jam Manufacturer Feb 26 Prestons, The Grove Stratford

REDFERN, JAMES SHAW, Bollington, nr Macclesfield Feb 20 Hand, Macclesfield

REDFERN, MARY, Bollington, nr Macclesfield, Chester Feb 20 Hand, Macclesfield

RICHARDSON, HENRY, Meriborough, Wilts Feb 12 Meyler, Frederick's pl

RICHMOND, CATHERINE CHARLOTTE, Pembroke rd, Kensington Mar 4 Wilkins St. Helen's pl

ROGERS, HENRY KELL, Shrewsbury, Salop, JP Feb 28 G & C E Wace, Shrewsbury

ROWAN, JAMES, Waterloo, Lancs Feb 15 Raterson & Co, Liverpool

RUSSELL, ANNABELLA, Bournemouth Feb 12 Russell, Coleman st

SANDERSON, LESLIE, Chislehurst, Kent, Merchant Feb 27 Drake & Co, Road in

SCOTT, WILLIAM, Sale st, Bethnal Green, Licensed Victualler Feb 15 Double & Son, Fore st

SMITH, DANIEL, Kirtling, Cambridge, Builder Jan 30 Bendall & Sons, Newmarket

SMITH, JULIAN MARTIN, Pall Mall Feb 11 Biddle & Co, Aldermanbury

STANLEY, LAURA FRANCES, Rushall, Staffs Mar 15 Evans & Son, Walsall

STOKES, JOHN, Oldham, Cotton Waste Dealer Feb 12 Frapp, Oldham

SUTTON, ARCHER, West Bromwich Feb 20 Vernon & Shakespeare, Oldbury, nr Birmingham

TATHAM, STANLEY, Bournemouth Feb 28 Princes & Attlee, Billiter sq

TAYLOR, WALTER STRANGMAN, Ealing rd, Wembley, Middx Feb 15 Taylor, Kingsland, Ealing rd, Wembley

THOMPSON, LETITIA, C eltenham Feb 20 Heath & Eckersall, Cheltenham

TREMBATH, HENEDICT, Paul, Cornwall Feb 13 Thomas, Penzance

VANDERHOOT, SOLOMON, Stoke Newington rd Feb 12 Stikeman & Co, Leadenhall st

VINCENT, CHRISTOPHER WILLIAM, Perranuthnos, Cornwall Feb 13 Thomas, Perranuthnos

WARRER, JOSEPHINE MARTHA, Bridgnorth, Salop Feb 15 Slater & Co, Solicitors

WEBBER-SMITH, JULIA, Josephine av, Brixton Feb 15 Linklater & Co, Bond st, Walbrook

WICKS, JOHN, Middleton, Norfolk Feb 16 Southwell & Dennis, Wisbech

WILLIAMS, THOMAS JOHN, Colwyn Bay, Denbigh Feb 15 Parry-Jones & Co, Denbigh

WRIGHT, GEORGE THOMAS GREEN, Dovercourt, Essex, Quantity Surveyor Jan 8 Cooper, Southend on Sea

YEATES, HARRIETT ANN, Southampton Feb 24 Brain, Southampton

London Gazette.—TUESDAY, Jan. 19.

BURKE, JAMES, Sunderland, Gracet Feb 13 Wolfe, Sunderland

CAIRNCROSS, JOHN, Selkirk Feb 22 Tyler, Clement's inn

CARRY, HENRY WILLIAM, Sydney, New South Wales Feb 21 Burnie, Gracechurch st

CLARK, MATTHEW, Mansfield, Notts Feb 27 Smith, Mansfield

COATES, JOHN RHODES, Great Crosby, nr Liverpool Feb 16 Duncan & Co, Liverpool

COLLINS, LOUISA, Hulsea, Hants Feb 18 Way & Son, Portsmouth

COLLS, EMILY, Oakdale rd, Streatham Feb 15 Head & Hill, Raymond bldgs, Gray's inn

COOKE, CHARLES ARTHUR, Leigh on Sea, Jeweller Feb 14 Beecroft, Leigh on Sea

BROOKS, FRANCIS ELINOR CORNWALL, Babbacombe, Devon Mar 1 Shelton & Co, New ct, Lincoln's inn

DAVIS, Rev OWEN WILLIAM, MA, Whetthampstead, Herts Feb 20 Percival & Son, Peterborough

DE KERRY, Sir ARTHUR CHARLES CASTRIOT, KCB, Park hill, Ealing Feb 23 Sarr & Co, Laurence Pountney hill

EMERSON, EDWARD, Lisford st, Pockham, Builder Mar 1 Dallimore & Co, Camberwell New rd

EVERETT, ROBERT, Great Stanmore, Middx Mar 1 Sedgwick & Co, Watford

FOTHERGILL, Major HENRY, Hawkhurst, Kent Mar 2 Stevens & Drayton, Bond st, Walbrook

FOX, GEORGE, Latham rd, East Ham Feb 24 Kirby & Co, High st, East Ham

GOODMAN, JOHN MOORE, Golder's Green rd, Shipping Agent Feb 27 Gowing, Finsbury point

HARLE, JAMES, Walker, Newcastle upon Tyne Mar 8 Watson & Co, Newcastle upon Tyne

HARPER, DAVID, Croxton, Stafford, Farmer Jan 30 Hand & Co, Stafford

HARRISON, SARAH, Tunkesper, Huddersfield Feb 15 Sykes, Huddersfield
 HALLAM, DANIEL, Singleton, nr Poulton le Fyde, Lancs, Estate Agent Feb 13 Gaultier,
 Fleetwood
 JONES, ROBERT THOMAS, Holt, nr Trowbridge, Wilts Mar 3 T & A E Maco, Chipping
 Norton
 JONES, ALFRED EARLAM, Bickershaw Hall, near Wigan April 15 Peace & Ellis,
 Wigan
 LAMBERT, WILLIAM, Esgate Feb 24 Morrisons & Nightingale, Esgate
 LEWISTON, ARTHUR C, New York, U.S.A. Feb 15 Coward & Co, Mincing In
 MACHILL, ELIZABETH, Batley Carr, nr Dewsbury Feb 1 Ridgway & Ridgway, Dew-
 sbury
 MACHILL, FRANCES, Childwell, nr Dewsbury, Farmer Feb 1 Ridgway & Ridgway,
 Dewsbury
 MARSHALL, Capt FRANCIS, Aldershot Feb 25 Bennett & Ironside, Leicester
 JIMMIES, AMY SARAH, Greenhill, Harrow Feb 15 Ruston & Co, Brentford
 PARRIS, JULIO, Colombia Feb 19 Maxwell & Dampney, Bishopsgate
 THOMAS, LAUMANN SAKK, Quiverden rd, Balham, Accountant Feb 20 Wilson & Deane,
 Racknell, Berks

PROBYN, CHARLOTTE LANGFIELD, Hove, Sussex Mar 2 Stevens & Dra, 103, Bond st
 Waltham
 ROBINSON, MART, Gateshead Mar 6 Layne, Newcastle upon Tyne
 ROWELL, SARAH, Radcliffe, Lancs Feb 27 Woodcock & Sons, Bury Lancs
 ROWLANDS, CECILIA ANNE, Bath rd, Bedford pk, Middx Feb 25 Windybank & Co-
 St Swithin's In
 SHARMAN, EVELYN THEODORE, Rothwell, Northampton, Builder Mar 1 Bull, Ket-
 tering
 SHARMAN, MARY ANN, Rothwell, Northampton Mar 1 Bull, Kettering
 SMER, MARY, Toppsfield, Essex Feb 9 Smith, Halstead, Essex
 TAYLOR, SELINA, Shaw, Lancs Feb 20 Standing & Co, Rochdale
 VICKERMAN, ARTHUR HARRY, Arkwright mans, Finchley rd, Stockbroker Feb 20
 Hicks & Co, King st
 WACHER, CHARLES FREDERICK, Heme Bay, Brewer Feb 14 Pettiver & Pearkes, Col-
 lege Hill
 WATSON, CARRIE, Brockholes, Huddersfield Feb 17 Ward & Hirst, Huddersfield
 WATTS, MARY ANN, Hereford Feb 1 Lloyd, Ludlow
 WELCH, JESSY, Ross rd, South Norwood Hill Feb 14 Barber & Son, St Swithin's In

Bankruptcy Notices.

London Gazette.—FRIDAY, Jan. 2.

RECEIVING ORDERS.

ARLINGTON, GEORGE HARWOOD ASTLEY, Alveston,
 Warwick, Farmer Warwick Pet Dec 10 Ord Jan 1
 BARNES, WILLIAM JOHN, Kenilworth av, Wimbledon
 Park, Coach Builder High Court Pet Jan 6 Ord
 Jan 8
 BRIMFORD, WALTER JOSEPH, Cheltenham, Walter
 Cheltenham Pet Jan 5 Ord Jan 5
 BROWN, JOSEPH ALBERT, Burton on Trent, Fruiterer
 Burton on Trent Pet Jan 5 Ord Jan 5
 CHURCH, ALFRED JOHN, Tottenham, Wholesale Con-
 fectioner Edmonton Pet Dec 10 Ord Jan 4
 DEAN, EDWARD, Windermere, Westmorland, Coach
 Builder Kendal Pet Jan 5 Ord Jan 5
 DEVEREUX, SAMUEL, Kingston upon Hull, Licensed Pilot
 Kingston upon Hull Pet Jan 4 Ord Jan 4
 DODGE, SAMUEL, Radcliffe, Lancs, Butcher Bolton Pet
 Jan 4 Ord Jan 4
 DODGE, GEORGE E, Liverpool, Accountant Liverpool
 Pet Dec 3 Ord Jan 5
 ELLISON, ARTHUR DAVID HENRY, Eastbourne, Furniture
 Dealer Eastbourne Pet Jan 5 Ord Jan 5
 FINLAY, EDWARD JAMES, Long Eaton, Derby, Lacemaker
 Derby Pet Dec 14 Ord Jan 4
 FOSTER, ROBERT EDWARD, Hengoed, nr Oswestry, Builder
 Wrexham and Llangollen Pet Jan 1 Ord Jan 1
 GIBBS, WILLIAM RICHARD, Rugby, Tailor Coventry
 Pet Jan 6 Ord Jan 6
 GORD HENRY, Bishopston, Glam, Wheelwright Swansea
 Pet Jan 6 Ord Jan 6
 HALL, JAMES, Salford, Lancs, Builder Salford Pet Dec
 14 Ord Jan 5
 HENRY, EDWARD, Martletwy, Pembroke, Farmer Pembroke
 Dock Pet Jan 6 Ord Jan 6
 HENDERLATT, PHILLIP, Goodge st High Court Pet Dec
 10 Ord Jan 4
 HENRY, GEORGE, Kirkburton, Yorks, Greengrocer Hudders-
 field Pet Jan 4 Ord Jan 4
 HENRY, JOHN JOSEPH, Oldham Oldham Pet Jan 5 Ord
 Jan 5
 HINDS, SAM, Delph, Yorks, Coal Dealer Oldham
 Pet Jan 4 Ord Jan 4
 THOMPSON, WALTER, and ALBERT THOMPSON, Batley,
 Yorks, Carting Agents Dewsbury Pet Jan 4 Ord
 Jan 4
 WOOD, FRANK, Dudley, Worcester, Farmer West Brom-
 wich Pet Jan 6 Ord Jan 6

Amended Notice substituted for that published in
 the London Gazette of Jan 1:

ROBERT HARRISON, West Bridgford, Notts, Coal
 Merchant, Coventry Pet Dec 9 Ord Dec 20

Amended Notice substituted for that published in
 the London Gazette of Jan 5:

OWEN, WILLIAM, Warrington, General Merchant War-
 rington Pet Dec 17 Ord Dec 31

FIRST MEETINGS.

ARLINGTON, GEORGE HARWOOD ASTLEY, Alveston, Farmer
 Jan 19 at 12 The Unicorn Hotel, Stratford
 on Avon
 BARNER, JOSEPH, Coundon, Durham, Tailor Jan 18 at
 2.30 Off Rec, 3, Manor pl, Sunderland
 BARNES, WILLIAM JOHN, Kenilworth av, Wimbledon
 Park, Coach Builder Jan 18 at 12 Bankruptcy
 bldgs, Carey st
 BROOKS, ALFRED, Blackburn, Wholesale Confectioner
 Jan 18 at 11 Off Rec, 13, Winckley st, Preston
 DAVIES, THOMAS JONES, Penarth, Contractor Jan 20 at 3
 Off Rec, 117, St Mary st, Cardiff
 DEPLEDGE, SAMUEL, Kings on up Hull, Licensed Pilot
 Jan 19 at 12.30 Off Rec, York City Bank chambers, Low-
 gate, Hull
 DODGE, SAMUEL, Radcliffe, Lancs, Butcher Jan 18 at
 11.30 Off Rec, 19, Exchange st, Bolton
 HARMON, WALTER HENRY, Oxford, Furniture Dealer
 Jan 18 at 12 1, St Aldgate, Oxford
 HOLLEBOR, ARTHUR DAVID HENRY, Eastbourne, Furniture
 Dealer Jan 15 at 2.30 Off Rec, 124, Marlborough pl,
 Brighton
 LAMACRAFT, WILLIAM HENRY, Blackhill, Durham, Druggist
 Jan 15 at 11 Off Rec, 30, Mosley st, Newcastle u, on
 Tyne
 MAJENDIE, JAMES HENRY ALEXANDER, Castle Heddingham,
 Essex (As previously Gazetted)
 OWEN, WILLIAM, Warrington, General Merchant Jan 15
 at 3 Off Rec, Byron st, Manchester
 REEVE, ARTHUR HARRISON, West Bridgford, Notts, Coal
 Merchant Jan 21 at 12 Off Rec, 8, High st, Coventry
 SHIFFERLATT, PHILLIP, Goodge st Jan 15 at 11 Bank-
 ruptcy bldgs, Carey st
 SIMONS, THOMAS, Heme Bay, Kent, Retired Meat
 Contractor Jan 15 at 10.30 Off Rec, 634, Castle st,
 Canterbury
 SMITH, GEORGE, Kirkburton, Yorks, Greengrocer Jan 19
 at 3 Law 8 city's Room, Imperial arcade, New st
 Huddersfield
 SMITH, JOHN JOSEPH, Oldham Jan 22 at 12 Off Rec,
 Greaves st, Oldham
 STANCLIFFE, SAM, Delph, Yorks, Coal Dealer Jan 22 at
 11.30 Off Rec, Greaves st, Oldham
 THOMPSON, WALTER, and ALBERT THOMPSON, Batley,
 Yorks, Carting Agents Jan 18 at 11 Off Rec, Bank
 chambers, Corporation st, Dewsbury
 VERNES, HENRY STEPHEN, and HAROLD FINLAY, King-
 ston upon Hull, Confectioners Jan 19 at 11.30 Off
 Rec, York City Bank chambers, Lowgate, Hull
 WOOLF, WILLIAM ALFRED, Cheltenham, Sports Outfitter
 Jan 18 at 3.30 County Court bldgs, Cheltenham

ADJUDICATIONS.

BOOTH, HOLDEN, Liverpool, Draper Liverpool Pet Dec 7
 Ord Jan 4
 BOXALL, EDWARD THOMAS, Cornhill, Merchant High
 Court Pet Aug 17 Ord Jan 5
 BRIMFORD, WALTER JOSEPH, Cheltenham, Walter Chel-
 tenham Pet Jan 5 Ord Jan 5
 BROWN, JOSEPH ALBERT, Burton on Trent, Fruiterer
 Burton on Trent Pet Jan 5 Ord Jan 5
 BUCK, JOHN, Chichele rd, Cricklewood, Builder High
 Court Pet June 5 Ord Jan 5
 DEASON, EDWARD, Windermere, Westmorland, Coach
 Builder Kendal Pet Jan 5 Ord Jan 5
 DEPLEDGE, SAMUEL, Kingston upon Hull, Licensed Pilot
 Kingston upon Hull Pet Jan 4 Ord Jan 4
 DODGE, SAMUEL, Radcliffe, Lancs, Butcher Bolton Pet
 Jan 4 Ord Jan 4
 FERGUSON, JOHN, Barrow in Furness, Preston Pet Dec
 11 Ord Jan 6
 FINLAY, HAROLD, Kingston upon Hull, Confectioner King-
 ston upon Hull Pet Dec 19 Ord Jan 4
 HARDMAN, ABRAHAM, Glyn-nath, Glam, Draper Neath
 Pet Nov 18 Ord Jan 6
 HOLLEBOR, ARTHUR DAVID HENRY, Eastbourne, Furniture
 Dealer Eastbourne Pet Jan 5 Ord Jan 5
 HUMMEL, EDWARD JAMES, Long Eaton, Derby, Lacemaker
 Derby Pet Dec 14 Ord Jan 4
 JONES, ROBERT EDWARD, Hengoed, nr Oswestry, Builder
 Wrexham Pet Jan 1 Ord Jan 1
 KINDEN, WILLIAM RICHARD, Rugby, Tailor Coventry
 Pet Jan 6 Ord Jan 6
 LLOYD, HENRY, Bishopston, Glam, Wheelwright Swansea
 Pet Jan 6 Ord Jan 6
 MARSH, JOHN DARLINGTON, High Court Pet Oct 5 Ord
 Jan 6
 MOSTYN, HAROLD PLANTAGENET, South st, Thurloe sq
 High Court Pet Aug 20 Ord Jan 6
 OWEN, EDWARD, Martletwy, Pembroke, Farmer Pembroke
 Dock Pet Jan 6 Ord Jan 6
 REEVE, ARTHUR HARRISON, West Bridgford, Notts, Coal
 Merchant Coventry Pet Dec 9 Ord Jan 6
 RUSSELL, KENNETH WILLIAM, and PERRY RUSSELL, King-
 ston upon Hull, Cabinet Makers Kingston upon Hull
 Pet Dec 16 Ord Jan 4
 SMITH, GEORGE, Kirkburton, Yorks, Greengrocer
 Huddersfield Pet Jan 4 Ord Jan 4
 SMITH, JOHN JOSEPH, Oldham Oldham Pet Jan 5 Ord
 Jan 5
 STANCLIFFE, SAM, Delph, Yorks, Coal Dealer Oldham
 Pet Jan 4 Ord Jan 4
 THOMPSON, WALTER, and ALBERT THOMPSON, Batley,
 Yorks, Carting Agents Dewsbury Pet Jan 4 Ord
 Jan 4
 WOOD, FRANK, Dudley, Worcester, Farmer West Brom-
 wich Pet Jan 6 Ord Jan 6

ADJUDICATIONS ANNULLED.

ANGELL, JOHN, Charles st High Court Adjud Nov 17
 Annul Jan 6

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Over 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.
 Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on
 application.

POOLING INSURANCE.

The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS,
 BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under
 a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

STEWART, EDWARD HARDING, Brighton Brighton Adj'd
Aug 24 Annual Jan 1
WAGON, SILAS, Jun, Strood, Kent Rochester Adj'd
June 13 Annual Jan 4

London Gazette.—TUESDAY, Jan. 12.

RECEIVING ORDERS

ABRAHAM, ISAAC, Rushcroft rd, Brixton, Hoser High Court Pet Jan 7 Ord Jan 7
BERKOVSKY, DAVID, Commercial rd East, Ladies' Tailor High Court Pet Jan 7 Ord Jan 7
CARTER, JOHN, Littleover, Derby, Farmer Derby Pet Jan 7 Ord Jan 7
FELDER, M. St Mark's sq, Dalston, Furrier High Court Pet Dec 9 Ord Jan 8
GRAY, GEORGE HENRY, Boston, Lincs, Baker Boston Pet Jan 7 Ord Jan 7
GREEN, JOHN WILLIAM, Portsmouth Portsmouth Pet Jan 7 Ord Jan 7
HARDING, FREDERICK WILLIAM MATTHEW, Seaford, Sussex, Builder Jan 20 at 2.30 Off Rec, 12a, Marlborough pl, Brighton
HATWARD, SIDNEY, Widcombe, Bath, Hawker Jan 20 at 11.30 Off Rec, 28, Baldwin st, Bristol
HIBBERD, WILLIAM DENNY, Boscombe, Bournemouth, Butcher Jan 21 at 11.30 Dorchester chmbrs, Yelverton rd, Bournemouth
HUTCHINGS, ALBERT ASHA, Ilford, Essex, Builder Chelmsford Pet Jan 7 Ord Jan 7
IRVING, JOHN, Willesborough, Kent Canterbury Pet Dec 2 Ord Jan 8
LODER, CHARLES RICHARD, Parkstone, Dorset Poole Pet Jan 8 Ord Jan 8
MALLAM PAUL PHILLIPS, Wisbech, Cambridge, School Master King's Lynn Pet Jan 8 Ord Jan 8
MARON, JOHN HENRY, Pickering, Yorks, Grocer Scarborough Pet Jan 7 Ord Jan 7
NICOLLS, OLIVER HENRY ATKINS, Bath Bath Pet Dec 23 Ord Jan 8
NORTHROP, ALEXANDER SAMUEL, Headingley, Leeds, Taxi Cab Proprietor Leeds Pet Jan 6 Ord Jan 6
PAGE, ALICE SARAH, Lowestoft Great Yarmouth Pet Jan 9 Ord Jan 8
PAINE HERBERT, Worthing, Engineer Brighton Pet Jan 8 Ord Jan 8
PALMER, GEORGE RUSSELL, Ropley, Hants, General Salesman Winchester Pet Dec 22 Ord Jan 8
ROLFE, HARRY, Hurst, Berks, Nurseryman Reading Pet Jan 7 Ord Jan 7
SMITH, CHARLES HENRY, Matlock, Derby, Nurseryman Derby Pet Jan 7 Ord Jan 7
SMITH, TIMOTHY, Withers, Yorks, Grocer's Manager Kingston upon Hull Pet Jan 9 Ord Jan 9
THOMAS, SAMUEL FREDERICK, Box, Wilts, Farmer Bath Pet Jan 8 Ord Jan 8
TRANTER, ARTHUR, Droitwich, Worcester, Builder Worcester Pet Jan 8 Ord Jan 8
WADSWORTH, ARTHUR, Lees, nr Oldham, Drug Store Proprietor Oldham Pet Jan 8 Ord Jan 8
WILSON, ALFRED EDWARD, Parkstone, Dorset, Builder Poole Pet Jan 7 Ord Jan 7
WRAY, ROMULUS PAUL, Bedford pk, Chiswick, Engineer High Court Pet Jan 7 Ord Jan 7

Amended Notice substituted for that published in the London Gazette of Jan 5:

KHAN, MOHAMMAD ALI, Twickenham, Law Student Brentford Pet Feb 2, 1914 Ord Jan 1

FIRST MEETINGS.

ABRAHAM, ISAAC, Rushcroft rd, Brixton, Hoser Jan 21 at 12 Bankruptcy bldgs, Carey st
BERKOVSKY, DAVID, Commercial rd, Ladies' Tailor Jan 21 at 1 Bankruptcy bldgs, Carey st
BROWN, JOSEPH ALBERT, Burton on Trent, Fruiterer Jan 20 at 11.30 Off Rec, 12, St. Peter's churchyard, Derby
CHURCH, ALFRED JOHN, High rd, Tottenham, Wholesale Confectioner Jan 21 at 11.30 14, Bedford row
FELDER, M. St Mark's sq, Dalston, Furrier Jan 21 at 11 Bankruptcy bldgs, Carey st
GOLDING, GEORGE ROBERT, Liverpool, Accountant Jan 20 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool

HARDING, FREDERICK WILLIAM MATTHEW, Seaford, Sussex, Builder Jan 20 at 2.30 Off Rec, 12a, Marlborough pl, Brighton
HATWARD, SIDNEY, Widcombe, Bath, Hawker Jan 20 at 11.30 Off Rec, 28, Baldwin st, Bristol
HIBBERD, WILLIAM DENNY, Boscombe, Bournemouth, Butcher Jan 21 at 11.30 Dorchester chmbrs, Yelverton rd, Bournemouth
HUTCHINGS, ALBERT ASHA, Ilford, Essex, Builder Jan 21 at 12.30 14, Bedford row
JONES, ROBERT EDWARD, Hengoed, near Oswestry, Builder Jan 20 at 12 Crypt chmbrs, Chester
KHAN, MOHAMMAD ALI, Twickenham, Law Student Jan 21 at 11 14, Bedford row
LODER, CHARLES RICHARD, Parkstone, Dorset Jan 21 at 2.30 100, High st (first floor), Poole
NORTHROP, ALEXANDER SAMUEL, Headingley, Leeds, Taxicab Proprietor Jan 23 at 11 Off Rec, 24, Bond st, Leeds
OWEN, EDWARD, Martletwy, Pembroke, Farmer Jan 20 at 12.45 Off Rec, 4, Queen st, Carmarthen
PALMER, GEORGE RUSSELL, Ropley, Hants, General Salesman Jan 20 at 11 Off Rec, Midland Bank chmbrs, High st, Southampton
ROLFE, HARRY, Hurst, Berks, Nurseryman Jan 21 at 12 14, Bedford row
RUSSELL, HERBERT WILLIAM, and PERCY RUSSELL, Kingston upon Hull, Cabinet Makers Jan 20 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
THORNLEY, NATHAN, Manchester, Chemist Jan 20 at 3 Off Rec, Byrom st, Manchester
VICKERY, FRANK ARTHUR, and JOHN KNOWLES, Dover, Green grocers Jan 20 at 10.30 Off Rec, 68a, Castle st, Canterbury
WADSWORTH, ARTHUR, Lees, nr Oldham, Drug Store Proprietor Jan 22 at 11 County Court House, Bank-house st, Burnley
WILSON, ALFRED EDWARD, Parkstone, Dorset, Builder Jan 21 at 2.30 100, High st (first floor), Poole
WOOD, FRANK, Dudley, Worcester, Farmer Jan 20 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
WRAY, ROMULUS PAUL, Bedford Park, Chiswick, Engineer Jan 20 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ABRAHAM, ISAAC, Rushcroft rd, Brixton, Hoser High Court Pet Jan 7 Ord Jan 7
ANDERSON, JAMES ANDERSON, and FLORENCE MARY ANDERSON, Greenwhich, Kent, Confectioners Greenwhich Pet Sept 23 Ord Jan 5
BERKOVSKY, DAVID, Commercial rd, Ladies' Tailor High Court Pet Jan 7 Ord Jan 7
CARTER, JOHN, Littleover, Derby, Farmer Derby Pet Jan 7 Ord Jan 7
CHURCH, ALFRED JOHN, High rd, Tottenham, Wholesale Confectioner Edmonton Pet Dec 10 Ord Jan 9
EGBERS, ALBERT EDWARD, Terminus pl, Victoria High Court Pet Nov 12 Ord Jan 7
EVANS, GRIFFITH WILLIAM, Crouch End, Fancy Draper High Court Pet Oct 23 Ord Jan 8
FLAHE, ALFRED MARKS, Salford, Lanes, Milliner Birkenhead Pet Nov 13 Ord Jan 7
GOLDING, GEORGE ROBERT, Liverpool, Accountant Liverpool Pet Dec 3 Ord Jan 8
GRAY, GEORGE HENRY, Boston, Lincs, Baker Boston Pet Jan 7 Ord Jan 7
GREEN, JOHN WILLIAM, Portsmouth, Retired Farmer Portsmouth Pet Jan 7 Ord Jan 7
GYBSON-SPILSBURY, Major A, Broad st pl High Court Pet May 5 Ord Jan 7
HARDY, ARTHUR FREDERICK, Holland Park rd, Kensington, Theatrical Manager High Court Pet June 9 Ord Jan 7
HIBBERD, WILLIAM DENNY, Boscombe, Bournemouth, Butcher Poole Pet Jan 8 Ord Jan 8
KENNEDY, SIDNEY HERBERT, Southampton, Boot Dealer and Draper Southampton Pet Nov 19 Ord Jan 7
MALLAM PAUL PHILLIPS, Wisbech, Cambridge, Schoolmaster King's Lynn Pet Jan 8 Ord Jan 8
MARON, JOHN HENRY, Pickering, Yorks, Grocer Scarborough Pet Jan 7 Ord Jan 7
NORTHROP, ALEXANDER SAMUEL, Headingley, Leeds, Taxicab Proprietor Leeds Pet Jan 6 Ord Jan 6

PAGE, ALICE SARAH, Lowestoft Great Yarmouth Pet Jan 9 Ord Jan 8
ROLFE, HARRY, Hurst, Berks, Nurseryman Reading Pet Jan 7 Ord Jan 7
SAUER, GEORGE WILHELM, Holloway rd, Baker High Court Pet Dec 3 Ord Jan 8
SHUTE, WILLIAM OSBORN, Liverpool rd, Holloway, Furnace Manufacturer High Court Pet Dec 4 Ord Jan 7
SMITH, CHARLES HENRY, Matlock, Derby, Nurseryman Derby Pet Jan 7 Ord Jan 7
SMITH, TIMOTHY, Withers, Yorks, Grocer's Manager Kingston upon Hull Pet Jan 9 Ord Jan 9
THOMAS, SAMUEL FREDERICK, Box, Wilts, Farmer Bath Pet Jan 8 Ord Jan 8
TRANTER, ARTHUR, Droitwich, Worcestershire, Builder Worcester Pet Jan 5 Ord Jan 5
WADSWORTH, ARTHUR, Lees, nr Oldham, Drug Store Proprietor Oldham Pet Jan 8 Ord Jan 8
WRAY, ROMULUS PAUL, Bedford Park, Chiswick, Engineer High Court Pet Jan 7 Ord Jan 7

Amended notice substituted for that published in the London Gazette of July 31:

MATTHEWS, FRANCIS MARQUAND, Oxford at High Court Pet May 20 Ord July 29

Amended notice substituted for that published in the London Gazette of Dec 15:

KYLEKOWSKY, HERSEHL, Fairfax rd, Hampstead High Court Pet Nov 11 Ord Dec 12

ADJUDICATION ANNULLLED.

DOYLE, HENRY WILLIAM, Southbourne av, nr Emsworth, Sussex, Market Gardener Brighton Adj'd Feb 2 Annual Jan 5

RECEIVING ORDERS.

London Gazette.—FRIDAY, Jan. 15.

ADAMSON, WILLIAM LAMB, Scarborough, Boot Repairer Scarborough Pet Jan 12 Ord Jan 12
ATKINSON, FREDERICK HERBERT, Liverpool, Tailor & Low Pet Dec 20 Ord Jan 12
BARDLEY, HERBERT, Manchester, Textile Merchant Manchester Pet Dec 7 Ord Jan 12
BARKOFF, J. Kyverdale rd, Stoke Newington, Furrier High Court Pet Dec 16 Ord Jan 12
BELGRAVE BOOT AND SHOE SUPPLY CO, Belgrave st, Stepney, Boot Dealers High Court Pet Dec 11 Ord Jan 12
BRITTON, JOSHUA, Barrow in Furness, Hatter Barrow in Furness Pet Jan 11 Ord Jan 11
BULL, JOHN, & SONS, Bethnal Green rd, Boot Dealers High Court Pet Dec 19 Ord Jan 12
COOP, CHARLES WILLIAM, Copthall st, High Court Pet Dec 10 Ord Jan 12
COULTON, HAROLD, Morecambe, Grocer Preston Pet Jan 13 Ord Jan 13
EDWARDS, CHARLES PHILLIP, Butt Lane, Staffs, Pedlar Hanley Pet Jan 11 Ord Jan 11
EKLBERG, KATE, Kingston upon Hull Kingston upon Hull Pet Jan 11 Ord Jan 11
FRANKLAND, JOSEPH HENRY, Stakesby Vale, Wharfedale, Draper Stockton on Tees Pet Jan 11 Ord Jan 11
FRY, THOMAS RICHARD, Exeter, Grocer Exeter Pet Jan 9 Ord Jan 9
GROVES, JAMES FIELD, and REGINALD FIELD GROVES, Bridlington, Nurserymen Scarborough Pet Jan 12 Ord Jan 12
HARRISON, FRANCIS, Middleton, Yorks, Tailor Scarborough Pet Jan 12 Ord Jan 12
JOHN, WILLIAM, and JOHN EVANS, Pendra, Kidwelly, Carmarthenshire, Builders Carmarthen Pet Jan 8 Ord Jan 8
LEECH, THOMAS, Malvern, Printer's Manager Worcester Pet Jan 13 Ord Jan 13
LONG, FRANCIS, Leeds, Engineer's Merchant Leeds Pet Jan 13 Ord Jan 13
MCKEOWN, JOHN, and ANDREW MCKEOWN, Burnley, Provision Merchants Burnley Pet Jan 11 Ord Jan 11
MEAD, ARTHUR, Crowland, Lincoln, Farmer Pet Jan 12 Ord Jan 12
MUNFORD, HARRY, Landport, Portsmouth, Cartage Contractor Portsmouth Pet Jan 9 Ord Jan 9
NEWCOMB, V EGAN, Ratland gt High Court Pet Jan 13 Ord Jan 13
NIESE, RUDOLPH CARL ALEXANDER, Nottingham, Tailor Nottingham Pet Jan 11 Ord Jan 11
PARKINSON, EDWIN, Moston, Manchester, Plumber Manchester Pet Dec 7 Ord Jan 11
PERKINS, W G, Northumberland av High Court Pet Nov 12 Ord Jan 13
PIRKNEY, CHARLES, Great Driffield, Yorks, Builder Kingston upon Hull Pet Jan 11 Ord Jan 11
RICE, GEORGE, Wakefield, Baker Wakefield Pet Jan 5 Ord Jan 13
SACKS, ABRAHAM, Salford, Licensed Broker Salford Pet Jan 13 Ord Jan 13
SHENKIN, JOHN, Berwick upon Tweed, Motor Car Proprietor Newcastle upon Tyne Pet Jan 11 Ord Jan 12
SPURR, HENRY, Bingley, Yorks, Master Plasterer Bingley Pet Jan 12 Ord Jan 12
WILLIAMS, WILLIAM JAMES, Toneyefall, Glam, Miner Pontypriid Pet Jan 12 Ord Jan 12

Amended notice substituted for that published in the London Gazette of Jan 12.

SENIOR, CHARLES HOCKENHULL, Stratford, Lanes, Manufacturer Manchester Pet Dec 22 Ord Jan 1

HOME MISSIONS.

The ADDITIONAL CURATES SOCIETY provides assistant Clergy for the slums and poorer suburbs of large cities, and for mining and other industrial towns; in doing so it acts as a **CENTRAL AGENCY** for conveying help to those parts of the country where pressure is greatest. The Society's work is of very real importance at the present moment. It enables Churchpeople in any given part to send help to those needy places which are beyond the border of the Diocese in which they live, and therefore cannot be helped by their contribution to its Diocesan Finance. In this way, the A.C.S. is giving great help to the populous poor districts of South London and "London over the Border," to the Colliery regions of South Wales, and to parishes in the Black Country and the Staffordshire Potteries.

A.C.S. Office: 14, GREAT SMITH STREET, LONDON, S. W.

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